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1776. Lond.

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A N E S S A Y
ON
INSURANCES.

BEING

A Collection of all the Foreign Ordinances of Insurances, and Forms of Policies, translated into *English*, with REMARKS on such Parts as are obscure or defective; all the *English* Acts of Parliament relating to Insurances, Shipwrecks, Salvages, and Insurance-Companies; the Forms of Policies and Bottomry Bonds; the Conditions of Insurances against Fire, &c.

TOGETHER WITH

A Summary of all the Treaties of Commerce subsisting between ENGLAND and Foreign Powers; and some *Mercantile Reflections* thereon.

By *NICOLAS MAGENS*, Merchant.

VOLUME II.

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M DCC LV.

C O N T E N T S.

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(1)

Nº. I.

A

COLLECTION

OF

ORDINANCES

CONCERNING

INSURANCES, AVERAGES,

AND

BOTTOMRIES.

Copy of some Articles, drawn up by five Deputies, appointed at Florence for regulating Insurances; and sent from Leghorn to London in 1751; which to this Day are observed as Laws on the Exchange at Leghorn.

FLORENCE, January. 28, 1523.

NO Person, of what Quality or Condition soever, who, Nº. 2.
for the future, shall have a Mind to cause Insurances to
be made in the Dominions of Florence, against Dangers
in general, or particular ones, which he is apprehensive his Mer-
chandizes, Money, or other Goods, will run at Sea, or be liable

VOL. II.

A

to

Ordinances of the City of Florence, in 1523,

to run, shall be permitted to do it otherwise, than according to the Tenor of the general and common Ordinance now in Use, without having Liberty to add any Thing thereto; unless some Circumstance happens whereof Notice is not taken in that Ordinance; in which Case the same shall be allowed him; with the Consent and after sufficient Advice of the said Five Deputies; and no otherwise. And a Copy of that general and common Ordinance shall be inserted word for word in the Book of these Magistrates, that it may come to every Body's Knowledge, and every one be enabled to conform himself thereto.

N^o. 3. *Item.* No Insurance shall be made in the Dominions of Florence during the ensuing Year under the general Expression of, on all and every Passage; but the Ship or Vessel shall be named, agreeable to the abovemention'd general and common Ordinance; except in the case of Insurances in the Gulph of Ancona and Raugia, Fiume, Lignareccio, or Alla Velona, or such Parts, and in such Circumstances, where Insurances are made conformable to the Ordinance hitherto in Use at those Places; whereof a Copy shall be contained in the said Book of the Magistrates. Exception however is to be made upon the Emergency of an unexpected Case; in which the Regulations of the abovemention'd general and common Ordinance shall be observed.

N^o. 4. *Item.* IF the said Deputies, or their Successors in Time to come, shall find it for the common Good of the City, to fix the Rate of Insurance that is to be made, they shall have Power to do the same in Form and Manner as they in their Deliberations shall agree; having Regard, in settling it, to the Circumstances of the Weather, and the Rate of Insurance in other Places.

N^o. 5. *Item.* WHENEVER Insurances are made on Ships, which at the Time of Insuring were actually lost, and the News of the Loss could have been brought, before the Day of Insuring, to the Place where it was made; no Action or Demand shall have Place. Concerning the Question, whether or no News of the Loss could, within such Time, have been brought to the City? the Parties shall stand to the Decision of six Merchants,

chants, and six others joined in Commission with them, who are to weigh the Circumstances of the Place, and the State of the Weather, and Length of Time, and thereupon to declare whether, or no, the News could have reached the City?

Item. In case of a Ship's being cast away, or suffering Reprisals from the Enemy, or other Damages and Losses happening to her or her Cargo, the said Deputies shall employ proper Persons for the saving and recovering of such Ship or Goods. N^o. 6.

Item. FOR defraying the Expences they may be at for that Purpose, they shall assess the Merchants and Insurers concerned in the Ship and Cargo; taking the necessary Measures to compel them to pay their Quota's. N^o. 7.

Item. WITHOUT the Permission, or Advice and Decision of at least three of these Deputies, no Money for Goods thrown over-board or ransomed shall be exacted, nor Premiums that are paid for Insurances be returned. N^o. 8.

BESIDES what has been already declared, 'tis farther ordered, that the above Deputies shall take Cognizance of all Matters and Cases of Insurances, and that at least four of them shall join in the Sentence; which they are to give according to what they shall think just and equitable in such Cases. Whoever finds himself aggrieved by their Decree, may appeal to the Six, as mention'd in the first Instance: And no other Court, besides these Deputies, shall have Power to give Judgment in such Cases. Moreover, notwithstanding the above Prohibition, that no Insurance, during one Year, shall be made under the general Expression of, *on all and every Passage*, 'tis declared, That, in order to give all possible Assistance to the Merchants, it shall be lawful for them, in case they think proper, to cause Insurances to be made *on all and every Passage*, but under such Conditions and Limitations as these Deputies shall think proper.

*Form of a Policy prescribed to Insurers.*N^o. 9.

BE it known to all Men that *N.* has made Insurance to *N.* for _____, on such and such Goods, belonging to him or other Friends of his, or whomsoever else they may belong to, marked by *N.* or under whatever other Name, or not at all marked, loaded or still to be loaded, in such and such Port, or such and such Road, on board the Ship call'd *N.* or by whatever other Name she shall go, *N.* being Master, or whosoever else shall go for Master. This Insurance begins from the Time these Goods are loaded, at such and such Place, on board the said Ship, till they arrive and are brought a-shore safe at such or such Place. It shall be lawful for the said Ship to touch at any other Place, to sail forwards and backwards, to Windward or Leeward, according to the Pleasure of the Master; and every Thing may be transacted which Necessity shall require. The Insurers, with respect to the Risk of these Goods, take upon them all Dangers caused by the Sea, Fire and Jettison, Reprisals or Robberies of Friends and Foes, and all other Cases, Perils, Tempests, Disasters, Impediments and Misfortunes, even such as cannot be thought of, that may happen, or have happened, to these Goods: they are likewise answerable for Barratry of the Master; saving only the Stowage and the paying of Customs. The said Insurers take upon them all these Dangers, till the Goods are arrived at such or such Place, and there safely landed. But if the Goods are not put a-shore, the Insurers only keep _____ *per Cent.* and return the rest of the Premium to *N.* In case any Disaster happen (which God avert) or has happen'd, to the said Goods, the Insurers are obliged to pay to the said *N.* the Sum insured within two Months from the Day the News of such Disaster is brought to *Florence.* In Case no certain News is brought within six Months, the Insurers must pay to *N.* the insured Sum; but if it happen that the Goods afterwards arrive and are brought a-shore at the said Place, such Sum or Sums must be repaid by the Insured to those that paid them. In case of Shipwreck, the Goods lost may be saved and recovered without Permission had of the Insurers. The Insurers declare at the same Time, that they will not be liable in Case the
Master

Master of the Ship steals any Thing. The Insurers pay first of all the Sums insured, and then have Leave to go to Law, to oblige the Insured to give one or more Bails, according to the Decision of the Five Officers deputed for regulating Affairs of Insurance, for repaying the Sums received, with the Loss of 20 *per Cent.* [a] And Eighteen Months shall be allowed to the Insurers for giving in their Evidence.

For the better Observance of this Agreement, the Insurers, for themselves and their Heirs, bind their present and future Substance, and subject themselves to the aforementioned Court of Deputies, and all other Judges and Courts, where the said N. shall chuse to sue them.

Another Form of a Policy for Insurers.

BE it known to all Men that N. makes Insurance to N. ^{N^o. 11.} for ^{Note. N^o. X.} , on such and such Goods, ready Cash, ^{is wanting here.} and Bottomry-Money, advanced by him on the Goods, and on every Part of them, of what Quality and Condition soever, belonging to the said N. or other Friends of his, or whomsoever else they may belong to, marked by N. or his Clerk, or whosoever else may mark them in the Name of the above-mention'd, or any Name else, loaded or still to be loaded, in the Port or in the Road of *Raugia*, &c. on board of whatever Barge, Ship of Burden, or other Vessel it may be, and of what Quality soever the Vessels may be, conducted by such or such Master, or whomsoever else. This Contract of Insurance takes its Beginning immediately after the said Goods, ready Cash, and Bottomry-Money lent on the Goods, are loaded in the Port or Road of *Raugia*, at once, or at different Times, on one or more Vessels; and lasts until such Goods, ready Cash, and Bottomry-Money advanced on the Goods, are arrived and brought a-shore safe and well-conditioned at *Ancona*, or any other Place between *Pesaro* and *Fermo*, either all at the one, or all at the other Place, or partly at the one, and partly at the other Place. The Vessels may touch at any Place, sail forwards and backwards, to the Windward or Leeward, accor-

[a] The Meaning is, the Insured shall pay 20 *per Cent.* more than the Sum he received, as a Penalty for having unjustly taken it.

ding to the Pleasure of the Masters, and every Thing may be transacted which Necessity shall require. The Insurers, on Account of the said Goods, ready Cash, and Bottomry-Money advanced on these Goods, charge themselves with all and every Danger and Damage caused by the Sea, Fire, Jettison, Reprisals, Robbery of Friends or Foes, and all other Accidents, Perils, Tempests, Disasters, Impediments, or any other Cases not thought of, that may happen or have happened to the said Goods, ready Cash, or Bottomry-Money advanced on the Goods, not excepting such Damages as may arise from Barratry of the Master of the Vessel, or Contraband of the *Venetians*; saving only Stowage and the paying of Customs. All these Dangers the said Insurers take upon themselves, till the said Goods, ready Cash and Bottomry-Money advanced on the Goods, are brought a-shore safe and well-conditioned at any of the abovesaid Places, as has been mentioned. In Case of their not being brought a-shore, the Insurers keep half a Florin *per Cent.* and return the rest to *N.*

IF any Misfortune happen, or has happened, to the said Goods, ready Cash, and Bottomry-Money advanced on the Goods, the Insurers shall be obliged to pay the Sums insured to the said *N.* within two Months from the Day the News of such Misfortune is brought to *Florence.*

IN case within six Months no certain News is brought, the Insurers shall pay the insured Sums to *N.* But if the said Goods afterwards arrive well-conditioned at any of the above-mentioned Places, as is expressed before, and are brought ashore, *N.* is to repay to every one the Sums he has received. In the case of Shipwreck, the Goods may be recovered without Permission had of the Insurers. The Insurers at the same Time declare, that they will not be answerable for what the Masters of the Vessels shall embezzle.

THE Insurers first of all are to pay the Sums insured to *N.* and afterwards may go to Law to oblige the Insured to give Security by one or more Bails, according to the Decision of the Deputies for Affairs of Insurance, to return to every one the Sums received, with the Loss of 20 *per Cent.* And the Insurers shall have Eighteen Months for bringing in their Proofs.

FOR the better Observance of this Contract, the Insurers, for themselves and their Heirs, bind their present and future Sub-
stance

stance to the above-mention'd, as express'd before, and subject themselves to the said Deputies, and all other Judges and Courts where the said *N.* shall chuse to sue them. Witness whereof, &c.

THE Insurers declare likewise, that, as the said *N.* will not be obliged to produce any Bill of Lading, or other Vouchers of the said ready Money, in Case any Accident concerning it shall happen to the Insurers (which God avert) they will stand to the Book of Accounts of the Remitter, or the Oath of him that puts it on board, and that either of the two shall be sufficient, &c.

J U N E 15, 1526.

THE honourable Deputies for Insurances, assembled at their ordinary Place of Meeting, duly considering the Power given them by the Community of *Florence*, to make Regulations concerning Goods sent by Sea, having found that they had formerly ordered, that all Sorts of Merchandizes might be insured, without expressing of what Kind; and Experience having shewn, that such a general Declaration is liable to Inconveniences, 'tis hereby enacted, That under this general Name of Merchandizes shall not be understood *Staves, Fruits, Horses, Corn, Wines, salted Fish, Vitriol, Alum, precious Stones, Oils, Iron Ore, Household-goods, fine-work'd or coined Gold and Silver, of what Denomination soever*; and that whoever has a Mind to get any of these Commodities insured, shall be obliged to cause the Broker to set down in the Policy of Insurance, that he intends to have these Things insured, mentioning them by Name, and in express Words one after another. Otherwise, the Insurance shall be *ipso jure* of no Validity, nor shall any Judgment be given in Favour of such Things, and if the same is given any where, it shall not be binding. N^o. 12.

SUCH as trespass against this Order, shall be fined 25 Gold Florins; one Moiety to the Court of Eight [a], the half Part of the other Moiety to the suffering Party, and the rest to such as compel the Offender to pay the Fine; and every Judge or Officer is impowered to levy it on the Offender, the Right of Prevention

[a] A Magistrate so called at *Florence*.

taking Place in such Cafes. *Whoever gets his Goods insured in any other Manner, shall forfeit the Sum paid for Insuring; and whoever receives it, may keep it as his own.* Besides, the Broker shall pay a Fine of 10 Gold Florins, which shall be levied and distributed in the Manner aforesaid. Provided however, that what has been said above concerning Gold and Silver, be not understood to affect Insurances made to the *Gulph of Venice*, to *Velna*, or from *Velna* to other Places, or such as are made to any other Place in the said Gulph, to which Insurances may be made on coined or uncoined Gold and Silver, in the Manner it has before been usual.

N^o. 13. *Item.* THEY order, that, as Length of Time may perhaps give Occasion to sinister Thoughts, such as for the future apply for Insurances, must get the insured Goods unloaded within a Twelvemonth, computing from the Day the Insurance is made; and if they are not unloaded within that Time, be the Reason what it will, even though it may proceed from an unforeseen Accident, the Insurers shall be under no Obligation any longer, but free; and shall return what they have received, keeping however one half *per Cent*.

N^o. 14. *Item.* THEY order, that, if all or a Part of the insured Goods be, with the Consent of their Owner, or him that caused them to be insured, loaded on the Ship's Deck, *the Insurers shall not be under any Obligation, and yet be entitled to the Premium [a].* But if they were loaded on the Deck, and the Master of the Ship doth not produce the Owner's Permission for it, or his that caused the Insurance to be made, the Insurers shall remain bound to the Insured, but may have their Remedy against the Master of the Ship: And the Insured, on being desired to deliver up the Documents he has against the Master, is obliged to comply therewith, in the Manner the Insurers request of him, and as far as it is in his Power to satisfy them on that Head.

[a] The Meaning is, That if Goods be, with Consent of the Owner or Person who make the Insurance, loaded on the Deck, the Insurers, who understood that they were loaded on the Deck, shall not be obliged to make good the Loss or Damage of such Good; and the Insured shall nevertheless pay the Premium, as a Penalty for having so loaded them.

Item.

Item. IT is enacted, that the Clause in the Policy of Insurance, viz. *Payment is first of all to be made, and afterwards Recourse may be had to Law*, must be understood in such Cases, where the Insured first produces the Bill of Lading, and exhibits it to the said Officers or Deputies: In Default of such Documents and Witnesses, or authentic Attestations of the Shipping of such Goods; or when Documents for proving the Misfortune that has happened to the Goods are wanting, or their Credibility is questionable, the Parties are to acquiesce in the Decision of the said Officers, which shall be made without any Form or Solemnity. N°. 15.

SUCH a Decision, passed in a summary and extra-judicial Manner, shall be of Force; and then the Exception in the Policy is to be understood according to the said Decision; and ought not to be allowed before; or if it is, shall be of no Validity.

Item. THEY order, that, whoever gets Insurances to be made here at *Florence*, on Things or Quantities somewhere else insured before, shall be obliged to give Notice of such previous Insurance made at another Place, within ten Days from the Time of their getting Knowledge thereof, to the Chancellor of the Office of Insurers, who must acquaint the Insurers at *Florence* therewith, in order that upon an Emergency it may be judged, which of the Insurers, the Home or the Foreigner, is answerable. In case no Notification is made, and the Insurers prove that he who got the Insurance made had such Knowledge as aforesaid, the Insurers at *Florence*, on the Decision of the said Officers, shall be deemed to have deserved the Premium received for such an Insurance, and not be answerable any longer for the Danger; but the Insured must have his Remedy against the first Insurer. This however is only to be understood, when the Insurance is made on one and the same Thing and Quantity here and elsewhere; but when the same Thing and Quantity are insured partly here and partly at another Place, and no higher Sum is insured than the prime Cost of the Goods amounts to, the Contents of the Policy shall be complied with, without farther Notification. N°. 16.

These are the antient Ordinances of the City of *Florence*, made at a Time when Commerce was there in a flourishing State. They were followed

Ordinances of the City of Florence, in 1523,

lowed in the Trading City of *Leghorn* with Respect to Insurances at Sea, and are still partly observed there ; though, as Times have changed, it has been found necessary to alter them, or to substitute others in their Place.

Here follows a Copy of a particular Law concerning the registering of Insurances made at *Leghorn* ; which is the only Law that properly was enacted for that City, and was passed with a View to raise a Fund for supporting an Alms-House. To this is annexed the printed Policy of Insurance, which now is made Use of at *Leghorn* for Insurances at Sea.

February 1, 1739.

I the underwritten Coadjutor of the Civil Bank at *Leghorn* certify, that in the Book intitled, *Registro di Bandi*, beginning with the Year 1670, and which is preserved in this Court among other Records, the following is found, Page 253, viz.

N^o. 17.

THE illustrious Signor *Mario Alessandro dal Borro*, his Most Serene Highness's General of the Ordnance, Governor of Civil and Military Affairs in this City, Port, and Territory of *Leghorn*, by the express Command of his Most Serene Highness, makes hereby publickly known to all Persons, of what Denomination and Condition soever, that whereas His Most Serene Highness has thought proper, in order to raise a Subsidy towards the Support of the Alms-House at *Leghorn*, to appoint that a Part thereof shall be levied on Insurances made, and that the Moiety of the Brokerage, at present paid to Brokers and others that transact Insurances, be contributed by them to this Institution ; the following is to serve as a Rule for securing the collecting, or levying of these Alms.

THE said Signor is to appoint a Place, and a Person for keeping the Accounts, and receiving the Money. This Deputy is to deliver to such Brokers, as shall apply for them, Policies of Insurances, which shall have a certain Counterſign, and must be entered in a Book, that he who receives them may be obliged to re-produce them, in order to their being register'd after the Insurance is made (as shall be explained hereafter) or to return the Policies in case no Insurance has been agreed upon.

UPON the Conclusion of an Insurance, the Broker, or whoever has transacted it, shall lay it before the Deputy, in order to its being register'd, and he shall at the same Time pay the Alms ;

Alms; that is to say, the Moiety of the usual Brokerage: which the Deputy is to certify under the Policy from the Register in his Possession. And as it often happens in Insurances, that much Time passes before the Parties come to a Conclusion, the Broker shall be obliged, at least every *Monday*, it being no Holiday, or the first working Day in every Week, to produce those Insurances that have been concluded during the preceding Week, or begun to be treated upon, in order that the Sum of what they may amount to, may be registered by the Deputy.

EVERY Broker, or whoever else transacts an Insurance between Parties, on Failure of complying with this Injunction either in Part, or in the Whole, shall be fined, *viz.* the first Time fifty Ducats, and the second Time as rigorously as it shall please the said Signor; which Fines shall be appropriated to the Alms-House.

THOSE Policies of Insurances that are not counter-signed and registered, as mentioned above, shall be of no Validity, nor may the Insured avail himself thereof, let the Misfortune or Accident that has happened be what it will: And this Ordinance shall commence to be in Force from this Sixteenth Day of *March* 1685, after the Birth of Christ, on which Day public Proclamation thereof has been made.

THE present Ordinance has been proclaimed by Sound of Trumpets, and set up on the usual public Places this Sixteenth Day of *March* 1685 after the Birth of Christ.

GIO. TOMMASO FIERAVANTI,
Messenger of the Court.

GIO. BALDASSAR CAMORANI,
Coadjutor.

N^o. 18.*Form of Policies now in Use at Leghorn.*

I H M
M *the*

of

1751.

BE it known to all Men, that causes himself to be insured for himself upon , or upon any other Merchandize, those only excepted, which are prohibited by the Gentlemen Officers of Assurances belonging to , or to whom else they may appertain, all to one, or all to another ; or Part to one, and Part to another, by whomsoever they have been shipped or may be shipped, in the Harbour or Road of , by the Hands of , or by whomsoever else it may be, in the Name, or by Order, of any of the abovementioned, or of any other, on board the , or by what other Name soever the Master may be called, , and whoever else it may be, till the same shall be safely landed on Shore at . And the said Vessel may touch at any other Place, and sail forwards or backwards, to the Right or Left, according to the Opinion of the Master, for the performing any Thing that his Necessities may require : And the Insurers run always the Risk of all Accidents of the Sea, Fire, Jettisons, Reprisals, Robbery by Friends or Enemies, and of all and every Accident, Dangers, Storms, Disasters, Restraints, and other unexpected Cases, which shall have happened to the Ship, or may befall the same, even if it was Barretry of the Master, the Stowing and Custom-houses excepted, until the same shall be safely on Shore at the Place above mentioned. But if the same are not shipped, the Insurers shall keep one half *per Cent.* for themselves, and return the Remainder to the said Assured. And if the Ship should be lost, they may endeavour to save and recover them, without Permission first had from the Assurers : And if any Misfortune should happen to these Goods (which God prevent) then the Assurers shall pay to each of the Assured the Sums by them respectively insured, within

two

two Months after the Day when Advice thereof is received in . And in case there should not come any certain Account within Six Months, then the Assurer shall pay to each of them the Sum which they have insured: And if the said Goods should afterwards arrive, and be safely landed at the Place mentioned, then the Assurers shall return to each the Money which they have received. And the Assurers shall be obliged previously to pay to each of the Assured, as aforesaid, the Sums by them insured, and after that may take their Course at Law, the Assured giving one or more sufficient Securities, as the Gentlemen of the Court of Assurances shall direct, that they will return to every one the Money received, with the Loss of 20 *per Cent.* and the Assurers to be allowed eighteen Months to bring Proof: Declaring at the same Time, that the Assurers are not liable in case the Master should steal any Thing from the said Ship [a]. And for the true Performance of what is herein contained, the said Assurers bind themselves and their Heirs, with all their present and future Goods and Chattels, to the Assured abovementioned, and submit themselves to the abovesaid Gentlemen Officers for Assurances, and to every other Court of Law or Justice, where the said Assureds shall lodge their Complaints against them. Pray God grant a safe Arrival.

[a] What is here said, that the Insurers shall not be answerable for what the Master may steal out of the Ship, seems to be a Contradiction to what is mentioned above, where they are made liable to Barretry of the Master: We may therefore infer, that by Barretry is to be understood, when he runs away with the whole Ship and Cargo, for which the Insurers are to be accountable: But if he stays in the Ship, and steals, pilfers, or conceals any Thing committed to his Care, then the Owners are to oblige him to account for it, or else to make Satisfaction for him; which appears to be but reasonable.

N^o. 2.

N^o. 19. *Extract from the Ordinance of King Philip the Second, in the Year 1563, at Antwerp, concerning Navigation, from fol. 18 to 32.*

Of Shipwrecks, Jettisons, and Averages.

N^o. 20. I. **A**LL Masters of Ships and Seamen shall be obliged to look well after, and take due Care of Ship and Cargo ; and in case the same should run any Risk, or suffer any Damage by their Fault, Negligence, Ignorance, Connivance, or Means, they shall be bound to make the same good again.

N^o. 21. II. IN case the Master, Seamen, or other Person receives any Hurt, is wounded, maimed, or killed in resisting of, or fighting against Enemies or Pirates, or in any other Service of the Ship ; such Loss and Damage of the Hurt, Wounded, or Maimed, together with the full Wages, Passage, and Burial of the Dead, shall be paid as a general Average by the Ship and Cargo, for the Defence whereof such Accident happened : And that according to an Award of Arbitrators well versed in such Affairs.

N^o. 22. III. IN case any Vessel happens to spring a Leak, or to be lost in the Voyage, the Master shall be obliged to save as much as he can of the Cargo in the best Manner possible, and to get his Ship repaired with the utmost Expedition, if the Majority of the Ship's Company agree in Opinion, that the same can be repaired in a reasonable Time : And, the same being so repaired, to carry the Goods which were saved to the Place for which they were designed ; which the Merchant shall be obliged to approve of, unless he chuses to take his Goods saved as above into his own Possession ; which he shall be at Liberty to do, provided he agrees with the Master about the Freight. But in case the said Ship cannot be refitted in a reasonable Time, or the Merchant and the Master cannot agree together, then the
above-

abovementioned Master may, and shall be obliged to hire another Vessel, or Vessels, on the best Terms he can, to carry the Goods saved as aforesaid to the Place they were designed for: Which being performed either by the Ship repaired as abovementioned, or by the Vessel hired for that Purpose, then the Master shall be entitled to his full Freight for the Goods saved and brought home as aforesaid.

This Article seems to imply, that the Master alone should pay for the Vessel which he hired; whereas that Expence ought rather to be borne by the Goods and Freight saved, in Proportion to their Value, as demonstrated in the *Cases* 28, 29.

IV. WHEN any Ship is in Distress, and the Master judges it necessary for the Preservation of Life, Ship, and Cargo, to throw some of the Goods overboard, to run the Ship on Shore, or to cut away the Mast, Cable, or any Thing else, he shall not be at Liberty to do it, without communicating the same first, and consulting about it with the Merchant or his Agent, if such is on board: And in case the said Merchant, or his Agent, does not approve thereof, the Master may nevertheless do it by the Advice of the major Part of his Ship's Company, who must declare upon Oath when they come to Shore, at the Desire of the Merchant, that it was absolutely necessary, and was done by their Advice, after the Merchant refused to consent. But if the Merchant or his Agent is not on board the Ship as aforesaid, then the Master shall not do any of the abovementioned Acts, without the Consent of the Majority of his said Ship's Company. N^o. 23.

V. WHEN some Goods must unavoidably be thrown overboard, the said Master ought to have a particular Regard, that as far as is possible those Goods may be thrown over, which are of the greatest Weight, but of the least Value. And in case any Person on board has in his Chests or Bales any Money, Gold, Silver, precious Stones, or other Goods of great Value, he shall be obliged to declare the same betimes to the Master, before any Thing be flung overboard, or put to the Hazard; otherwise no further Regard will be had thereunto in settling the Average, or Assurance to the Charge of the Assurer, than only as to such Sort of Chests or Bales as they outwardly appear to be. N^o. 24.

VI. AND

N^o. 25.

VI. AND in order to ascertain the Damage which shall have happened by Reason or in Consequence of the abovementioned Jettisons, stranding, or cutting away, for the effectual Preservation of Life, Ship, and Cargo, all the Goods, whether lost or saved, shall be valued all together, according to the Prices at the Market where the Goods saved shall be disposed of, for Money, or Money's Worth (first deducting from thence the Freight and other Charges) and then adding thereunto the true Value of the Ship, or the whole Freight [*a*] agreed for by the Master, at the Option and Choice of the Merchant: All which being added together, every one shall from the whole Sum be rated in Proportion to the Goods which he has lost, or were saved: Which Estimation and Calculation of such Averages shall be made by Masters of Ships and Merchants experienced therein, and that are impartial.

[*a*] It has been shewn before in the first Essay, that the Ship ought to be valued according to the Condition she is in, or at what any Body would give for her in that Condition, and bear her Proportion accordingly; adding thereunto the neat Freight, after Deduction of Sailors Wages not paid, and one Third Charges in the Port of unloading.

N^o. 26.

VII. AND if there should be any ready-coin'd Species among the abovementioned Goods, the same shall be estimated at their real Worth and intrinsic Value: Always understanding that nothing shall be brought into an Average or Contribution, that any Person has about him, or usually wears upon his Body, except Toys, Jewels, Stones, Gold and Silver.

N^o. 27.

VIII. If it happens that a Master overloads his Ship, or stows it unskilfully, either in the Boat, upon the Deck, or otherwise, and that by Reason thereof he is obliged to throw any Thing overboard, run on Shore, or cut any Part away, or the Goods suffer any Damage by that Means; the same shall be borne by the Master, Owners, and Ship, and shall not be brought into any Average: Likewise whatever is broke, stranded, spoiled, or lost by Storm, or other unfortunate Accidents, shall not be reckoned into an Average.

N^o. 28.

IX. IN order to avoid all Risk of Life, Ship, and Cargo, the Master shall be obliged to take in a Pilot at all Places where it is necessary and customary; or, failing so to do, he shall

shall forfeit each Time Fifty Gold Rials, and make good, besides, to the Merchant all Charges and Damages, with Interest, suffered and accrued by Reason thereof. Which said Pilot shall be paid by the Cargo, and have his Board from the Master, when such Pay does not exceed Six Pounds *Flemish*; but when it comes to more than that Sum, then the same shall come into a general Average upon Ship and Goods.

X. WHEN a Ship shall accidentally run a-ground, and is in Danger of bulging, or being lost, the Master may hire Vessels to lighten the same, with the Advice of the Merchants or Ship's Company, they affirming the same as beforementioned; which shall come into a general Average upon Ship and Cargo: But if a Ship, when it arrives before the Bays or Harbours of any Country, draws too much Water to come up there, and it is therefore necessary to hire Vessels to unload her, such Hire is to be borne, two Thirds by the Master, and one Third by the Cargo; unless the Ship should not rise again, notwithstanding her being thus unloaden: In which Case the Unloading abovementioned shall be at the sole Expence of the Master: And in Case the Goods put into such Lighters should by any Accident, or by their going too deep, be spoiled, wetted, or lost, the same shall come into a general Average on Ship and Cargo.

Nº. 29.

XI. IN order to avoid all Dangers and Losses, the Master shall be obliged before he gets under Sail to ask the Advice of the Ship's Company, and to follow the Opinion of the Majority of them; on Penalty, if he acts otherwise, and any Damage happens by that Means to Ship or Cargo, that he shall be obliged to make the same good again, if he be able; or if not, his Owners for him.

Nº. 30.

XII. IN case a Ship is staved in Pieces in any Country whatever, the Ship's Crew are in Duty bound to assist the Master to the best and utmost of their Power in saving and preserving the Cargo; and when they have so done (but not otherwise) the Master shall be obliged to pay them on his Part their Wages at that Place, and to give them reasonable Salvage of the Goods saved, if he has Money; or if not, to land them on Shore at the Place where the Ship did belong to.

Nº. 31.

- N^o. 32. XIII. SHOULD any Person be guilty of embezzling or concealing any shipwreck'd Goods, they shall be punished with Fire if it be the Master of a Ship, or a Seaman; and any other Person, with the Gallows; and be obliged to make Restitution for the Goods concealed, besides.

Of Ships which damage one another.

- N^o. 33. I. **W**HEN two Ships sail within or without the Land, and it should happen that whilst under Sail they run foul of one another, not being able to sail otherwise, or to give Way, and by that Means the one should sink the other, or otherwise damage it, then such Damage shall be half for each of them, whether it happened by Day or by Night, in stormy or calm Weather, or otherwise: But if it be done on Purpose, or through the Fault of one of them, then that shall bear the Damage alone.
- N^o. 34. II. If it happened, when several Ships lay at Anchor within or without the Land, that any of them should break loose, and drive, without any Fault of the Master, and that one did Damage to another, then he that did such Damage shall be obliged to pay to the other, which received the same, the half of such Damage, according to the Valuation of Persons understanding the same: And if the Vessel so driving received any Damage thereby, it must bear the same itself.
- N^o. 35. III. If any Ship coming out or going into the Land, whether under full Sail, or preparing to sail, should run foul of another, and damage the same, then he that was under Sail shall pay half the Damage to the Ship which suffered and was damaged, provided he clears himself with his Ship's Company upon Oath, that it did not happen by his Fault; unless he that was damaged can make the contrary appear, and that he himself is likewise without any Blame: In which Case the Ship under Sail, as aforesaid, shall pay the whole Damage.
- N^o. 36. IV. ALL Ships, when they come to an Anchor, shall have a Buoy to the same; and if for want thereof any Damage should happen, then he whose Neglect it was, shall make good the whole Damage. But in case such Buoy should be drove away

away after letting go the Anchor, without the Fault of the Master, and that he could no Ways prevent it, then he shall be liable to half the Damage only.

V. WHEN two Ships lye along Side one of another, and one of them is a-ground, or can otherwise not give Way, and the other lies so close to him, that it might prove hazardous, then he whose Ship is a-ground, and cannot give Way, may desire the other, who can go further off, and make Room, to weigh his Anchor to prevent any Mischief; which, if he refuses to do, he may then do it himself; and the other, if he forbids or hinders him from so doing, and any Damage ensues from it, shall be obliged to pay the Whole. N^o. 37.

Of Ships Laws, Breaches thereof, and other Things relating to Justice.

I. ALL Seamen, whether Mates, Boatswains, Carpenters, Gunners, Cooks, Cooks-Mates, Boys, and all other Sailors, when they are hired into the Service of any Captain, shall be obliged to follow, help and assist the said Captain, their Master, in all Things which their Duty and Offices require, as likewise against Enemies, Pirates, and all others, when there is Occasion, and to be subject and obedient to him therein, by Water or by Land, without being any Ways refractory to him, whether they receive their ready Pay or not: And the Captain aforesaid may reprove and punish with Words and Deeds the Undutiful and Disobedient, in the same Manner as any Master can his Servants, without being called to an Account for the same. N^o. 38.

II. AND such of them as shall be found guilty of Disobedience, Undutifulness, Refractoriness, or Negligence, in the doing of any Thing they shall be ordered by the Master, or any other in Authority under him, shall for the first Fact forfeit one Sixth Part of his Wages, to be applied as shall be mentioned hereafter; for the second Time the one Third Part; and for the third Time suffer arbitrary Correction, if he still continue in his refractory Disobedience. And if any Damage happens by Means thereof, let it be at what Time, or as often as it will, N^o. 39.

he shall be obliged to make it doubly good again : And if any Life, the Ship, or Cargo should run any Hazard on such Account, to be corporally punished : For which Purpois he shall be immediately taken Hold of, and be well secured by the Master ; in the doing whereof, all the Ship's Company shall be obedient to him, and do as he orders, on Pain of forfeiting their Wages, and being besides punished as Criminals according to the Circumstances of the Case : Ordering further all Masters of Ships to provide themselves with Chains, Buoys, and other Instruments necessary for securing Offenders and Criminals ; of which the Inspectors abovementioned shall be obliged to take due Notice.

N^o. 40.

III. WHEN any Difference arises between the Master and some of the Ship's Company, the Master may discharge such Seaman after having given him Warning three Times, or caused the same to be given him ; if he does not in the mean Time, on the Report of the Mate and Boatswain, represent that he will amend his Faults. But if, notwithstanding such Representation, the Master will have him go out of the Ship, in that Case he may demand his full Wages upon Arrival of the Ship, in order that, after the Parties have been heard, Justice may be done, as ought to be. Moreover if the said Master does not take another in the Room of such Seaman, or takes one not so good as him, and by some Means any Damage should happen to the Ship or Cargo, the Master shall be obliged to make the same good, if he has wherewithall.

N^o. 41.

IV. THE said Seamen shall, during their Voyage, treat and behave towards one another quietly and peaceably, without quarrelling or fighting ; but if any Disputes should arise, then he who is the Occasion thereof shall, if it be by injurious Words, forfeit for the first Time one Sixth Part of his Wages ; for the second Time one Third ; and for the third Time, the Remainder with arbitrary Correction, in case he commits the same Fault again. In Case of Blows without wounding, for the first Time one Fourth Part of his Wages ; for the second, one Half ; and for the Third the Whole, with arbitrary Correction as before. In case of Wounds, from whence the Blood follows, without maiming, for the first Time one Half of the

the Wages; for the second, the other Half; and for the third Time to be whipped. But if there be any Maiming, for the first Time the whole Wages and to be whipped; and for the second Time, to lose his Head; besides the Interest of the Parties concerned, as likewise the Damage which by that Reason may happen to Ship or Cargo, which he shall be obliged to make good double: Likewise if by Means thereof any Ship, Life, or Goods is put into Danger, he shall suffer corporal Punishment, let it happen what Time it will.

V. IN case any Person should be killed or murdered on board of the Ship, the Master and Ship's Crew shall take into Custody and well secure the Criminal, and deliver him up to Justice, that he may be punished according to the Nature and Circumstances of the Crime. N^o. 42.

In Manner before prescribed.

VI. IF the Ship's Crew should not behave as they ought in the apprehending, securing, and delivering up for the above-mentioned Cause, or for any other herebefore or hereafter mentioned, liable to corporal Punishment, they shall be prosecuted in their own Persons as Accomplices and Abettors, unless they can clear themselves from the Charge to the Satisfaction of the Judges. N^o. 43.

VII. SHOULD it happen that any Person pretended to be a Mate, Pilot, or other Sea Officer, and was afterwards found to be unexperienced, and not to understand his Profession, he shall forfeit the first Time twice as much as his full Wages amount to, and shall not receive nor demand any Part of such Wages: The second Time incur the same Penalty, and be whipped besides; and the third Time be corporally punished and fined. And in case any Damage arises therefrom, he shall be obliged to make the same good again double, let it happen what Time it will. N^o. 44.

VIII. THE pecuniary Penalties aforesaid, and all others here before or hereafter mention'd, shall be applied, one Third to our Benefit, and the other two Thirds to the Benefit of the Officer and Informer respectively, without Prejudice however to the Right of the Admiral, which shall be deducted first, and before every Thing else: And if the Delinquent should have N^o. 45.

have neither Money nor Goods to satisfy the said Penalties, then the same shall be changed into whipping, or other severer corporal Punishment, as the Nature or Circumstances of the Case may require, and the Judge who shall have Cognizance thereof think proper.

N^o. 46. IX. AND in order that all the abovementioned may be the better kept and observed, all Captains and Masters of Ships, whether navigating on the Coasts of *Brabant, Flanders, Holland, Zealand, Friesland*, and elsewhere, or being outward-bound to foreign Parts, Eastward, Westward, or wheresoever else it be, shall be obliged, every Voyage, before their Departure, to take an Oath before the Searchers of the Place from whence they are going, and to swear that they will observe this Ordinance, which they shall be obliged to have on board of their Ships, that neither they nor their Ship's Crew may pretend Ignorance thereof: And moreover, that on their Return they will report and give Notice to the said Searchers, how far any of their Ship's Company, whether Officers, Sailors, Servants, or Boys, have acted to the contrary; on Penalty of being punished as perjured, and of being liable to such Punishment as is inflicted upon Offenders.

N^o. 47. X. LIKEWISE all the Ship's Company, none excepted, shall be obliged, before their Departure, to come and appear before the Searchers of the Ships, at the Time they are searching of them, and there take their corporal Oaths to the Holy God, that they will keep and observe every Article contained in this Ordinance, and not act to the contrary in any Respect: And when they come home again, none of them may receive their Wages, or go abroad again, until the Master, Mate, and Boat-swain have first been before the Searchers, and obtained their Leave; which said Searchers, before the granting of such Licence, shall be obliged to interrogate and examine the said Master, Mate, and Boat-swain, each of them apart and alone, upon their Oaths (which they shall then immediately be obliged to take before them) as to the Lives and Conversation of the aforesaid Ship's Company, Name by Name; and whether any of them have acted contrary to any of the Articles of this Ordinance, or made a wrong Use of them: All which they shall
be

be obliged to declare very particularly, under the Penalty of being punished in the same Manner, as the Offence which they conceal ought to be punished. And that they may not conceal such Offences under Pretence of wanting sufficient Proof, it is our Will, that full Belief shall be given to them in these Matters upon their Oath as aforesaid. Further, we order the said Searchers, that they cause such Offenders, accused before them in Manner aforesaid, immediately to be apprehended by the Officers of the Place, and to be proceeded against and punished as the Nature of the Case, and the Rules in this Ordinance shall require, for an Example to others: Expressly commanding and ordering those Officers, and likewise the Judges there, to do impartial, short, and summary Justice, with Expedition, and hereof not to fail.

Here follows next the Ordinance for Assurances.

ORDINANCE OF ASSURANCES.

I. **N**O Person shall make Assurance upon any Goods of Value and Importance, which are not prepared, or are shipped on board of Vessels that are not fitted out, or are not of the Burden, or do not go in the Company, as is prescribed in this present Ordinance of Navigation. N°. 48.

II. ALL Assurances upon Goods and Merchandize shall for the future be made after the Custom of the Exchange at *Antwerp*; and the Policies of Assurance shall be of the following Tenor or Substance, without adding any more Clauses thereunto. N°. 49.

Tenor of the Policies.

NICOLAS VAN EEMEREN, dwelling in *Antwerp*, causes himself to be insured, according to the Usage and Custom of the Exchange at *Antwerp*, and the Ordinance of the King's Majesty, upon Merchandize or Goods shipped or to be shipped by him, or others for him and in his Name, upon the Ship called the *St. Jacob*, whereof *Pieter Heerinck*, of *Amsterdam*, is Master, or any other, from the Port, Harbour, or Road of *Sevill*, till and unto the aforesaid City of *Antwerp*, against all Risks, Dangers, or Accidents, that may happen; which shall
run

run at the Risk of the Assurers here underwritten, from the Hour and Date that the said Goods and Merchandize shall be brought to the abovementioned Port, Harbour, or Road, in order to be shipped on board the said Vessel, or to put them into Boats, Lighters, or Hoys, to be carried to this Ship, and be laden on board of the same, to make the Voyage aforesaid. And this abovementioned Assurance is to continue until the said Goods shall be arrived at *Antwerp*, and be there brought ashore in good Condition, without any Loss or Damage : and it is agreed that the last as well as the first Underwriters shall take Part in this Assurance, and that the said Ship may sail backwards or forwards, to the right or left hand, and on every Side, and to steer any Course or Degree, and there to abide and remain, whether by Force, Necessity, or Choice, as the Commander of the said Ship shall think proper. And the said Assurers insure the Assured from the Sea, Fire, Winds, Friends, Enemies, Letters of Marque, and Counter-marque, from Arrests and Detainments of Kings, Princes, and Lords, whoever they be, and from all Perils and Accidents whatever that may happen, let it be in what Manner it will, or one could imagine it might be, and they insure the Assured from every Thing, and put themselves in his Place, to secure him from all Loss and Damage ; and in Case any Misfortune should befall the said Goods or Merchandize (which God prevent) the said Assurers oblige themselves to pay to the said Assured, or the Bearer of these Presents, the full Sum which every one has underwrote, or the Loss which the said Assured may have suffered, each in Proportion to their Obligation, within two Months next ensuing, after they shall be duly advertised of the Loss and Damage. And in Case of such unfortunate Accident as aforesaid, the Assurers beforementioned have given and do give to the said *Nicolas van Eemeren*, the Assured and his Agents, Power to use the necessary Means for preserving the said Goods and Merchandize, for the Benefit or Loss of the said Assurers, promising to pay all the Charges that shall accrue for the Preservation thereof, whether any thing be recovered or not, and to give entire Credit to the Accounts of such Charges, as made up by the Persons who disbursed them, and made Oath to them. And the said Assurers acknowledge to have been paid for the Consideration and Price of this Assurance, by the Hands of *John Enriques*, at the Rate of Seven *per Cent.* and the said Assurers

Assurers agree and consent, that this Policy of Assurance shall be of as much Force as if the same had been made or passed before any Magistrate, Publick Notary, or otherwise ; all without Fraud or Deceit.

III. LIKEWISE if any Person will make Insurance upon his Ship, he may do it according to the Form and Substance of the above Policy. N^o. 52.

IV. No Insurance shall hereafter be allowed to be made in any Shape, either by Way of Assurance, Wager, or otherwise, upon Ships, Goods, Merchandize, Wages, Freight, or other Things (nothing excepted) which, at the Time of the Assurance, have run any Risk ; nor against the Barretry, Roguery, or other Misbehaviour of the Master or Ship's Crew ; abolishing and annulling all Usances and Customs to the contrary : And in case any Contract or Agreement shall be made to the contrary, we declare the same to be void, and of no Force or Value. N^o. 53.

V. ORDERING further, that every one shall conform himself to the Custom of the said Exchange at *Antwerp* ; and directing, that the Assurers shall secure or pay to the Assured the Sum by them underwrote in the Policy, if within a Year and a Day after the Date of such Subscription no Account is received of the Ship and Goods so insured ; upon lawful Proof being produced, that such Ships and Goods were in Being at the Time the Assurance was made. N^o. 54.

VI. No Body may alter the Voyage he is design'd for, to the Prejudice of the Insurer, whether by lengthening or shortening his Rout or Way, or by otherwise intirely changing the same. N^o. 55.

VII. WHEN it can be proved against any one, whether by Charter-Party, Bills of Lading, Freightment, or otherwise, or even by lawful Witnesses, that he has altered the Voyage insured upon, and which it was declared in the Assurance he was intended for, then he shall have no Power to demand any Thing in respect to such Assurance, by Reason of the said Alteration. N^o. 56.

- Nº. 57. VIII. No Person shall hereafter cause his Ship to be insured for himself or his Fellow-Owners, against the Dangers of the Water, Fire, Enemies, Pirates, or others, (none excepted,) for above half the Value of such Ship, with its fitting out and Tackling, when the same goes entirely in Ballast, or is not at least half loaded; but when a Vessel is above half loaded, then the Master may insure the Bottom, Keel, and Hull of the same, as likewise the Ammunition, Gunpowder, and Instruments thereunto appertaining, but not the Tackling, Furniture, &c. thereof.
- Nº. 58. IX. No Master, Ship's Officer, Mate, Boatswain, Gunner, Carpenter, Gunner's Mate, Sailor, or Servant, may insure his Wages or Pay.
- Nº. 59. X. EVERY one who will insure the Bottom and Hull of his Ship, as likewise the Ammunition, Gunpowder, and Implements thereunto belonging, shall be obliged to have them all valued before his Departure by Persons understanding the same: which Valuation however, in Case of Loss, shall not prejudice the Assurers, in so far as they can make appear that such Valuation has been made higher than it ought to be, either through Favour, Affection, Collusion, or any other Male-Practices.
- Nº. 60. XI. ANY Person that makes Assurance upon any Goods or Merchandize, the first Cost whereof does not amount to one Thousand Pounds *Flemish*, shall be obliged to leave one tenth Part thereof uninsured, without reckoning Duties, Freight, or any other Charges, or any Profits which he hopes or expects to gain, when his Goods are arrived at, or have been carried to the Place for which he ship'd them: but he that ships any Goods or Merchandize, which originally cost more than One Thousand Pounds as aforesaid, may insure the full Value of such Goods at the Price he bought them; provided that he keeps uninsured, and runs himself the Risk and Hazard of One Hundred Pounds, beside Duties, Freight, and all other Charges.
- Nº. 61. XII. NOR shall any Person value his Goods or Merchandize insured above the common Rate or Value, under Pretence of his buying them so, or otherwise.
- Nº. 62. XIII. EVERY Person shall be obliged to cause all Goods and Merchandize that are insured to be unladen with all Diligence, after

ter they are arrived at the Place they were designed for; and not defer the unloading of them for above fifteen Days but at his own Peril, unless through some notorious Inconveniency or Obstacle, which he shall be obliged to make appear. And in Case the Assurance is made from Port to Port, without mentioning the Landing of the Goods, then the Assurance shall begin from the Time the Goods are put on board the Ship upon which the Assurance is made, and shall end when the Ship is arrived in the Port she was bound to, and has been safely at an Anchor there for twenty-four Hours.

XIV. IN Case any Person shall make Assurance upon his Goods, Ship, or Merchandize, in sundry Places, and give no Notice thereof, but willingly and wittingly conceal the same, in order by that Means to recover the Price and Value of the Goods, Merchandize, or Ship, by him insured, single, double, treble, or more; or if any one shall insure upon his Goods, Merchandize, or Ship, more than by this Ordinance is permitted, he shall have no Right to demand any thing of the Assurers, or any of them, in respect to such Assurance, nor draw back the Premium of such Assurance, but the same shall be forfeited one third Part to our Use, and the other two thirds to the Benefit of the Officer and Informer respectively, besides arbitrary Correction: however the Assurer shall deduct one half *per Cent.* therefrom, according to ancient Custom, if he was ignorant of what is above-mentioned, otherwise not. N^o. 63.

XV. IF it shall happen that any Goods are found to be insured in different Places, but without any Fraud intended on the Part of the Assured, in such Case the first Assurance shall only take Place, if the same is large and sufficient enough for all the Goods, as far as they are permitted to be insured. But if not, the Remainder shall fall on the Assurance next following, which shall be deemed void and of no Value, for so much as the same shall exceed the said Remainder: Provided however, that the Assurers for that Reason may stop one half *per Cent.* for keeping of his Books, and other Purposes, according to ancient Custom. N^o. 64.

XVI. EVERY Person that causes himself to be insured upon any Goods, Merchandize, or Ship, for an intended Voyage, which he thinks his Factors or Masters design to make, but do N^o. 65.

nevertheless not go upon the same, and consequently the Assurers run no Hazard nor Risk; upon his declaring the same within four Months after the Date of the Underwriting he may demand and receive back from the Assurers the Premium of such Assurance, leaving to the said Assurer one half *per Cent.* for the keeping of his Book, as above.

N^o. 66. XVII. ANY Person having a Demand by Virtue of a Policy of Insurance, shall be obliged to make the same, according to Law, within four Years after the Date of underwriting the same, under Penalty that he shall have no Power to demand any thing after that Time is elapsed.

N^o. 67. XVIII. THE Space of two Months is allowed the Assured, within which he may demand his Assurance, according to the Tenor of this present Ordinance, and in Consequence of his Policy aforesaid, after he has duly informed the Assurer of the Damage or Loss on the Ship or Goods insured; and the Assurer shall not be obliged to give any Security, or make Payment, unless that the Assured, along with such Information, produces sufficient Certificates and Proofs of the aforesaid Loss and Damage, and likewise specifies the Goods and Merchandize thus damaged.

N^o. 68. XIX. LIKEWISE no Body shall take or ask any Money upon the Bottom of the Ship (commonly called Bottomree or Exchange upon the Hull, or Keel of the Ship) for himself, or in Behalf of another, directly or indirectly, unless the Master of any Vessel should, by any Misfortune of the Sea, Enemies, or other unavoidable Accident (whereof he shall be obliged to produce proper Certificates) stand in Want in a foreign Country, where he could not dispose of any Goods in a regular Way; in which Case he may take up on the Bottom of his Ship, by Way of Bottomree or otherwise, the quarter Part of the Value of such Bottom, and no more, unless Necessity oblige him to take a larger Sum than the aforesaid quarter Part of the Value, in which Case he may take such further Sum on Bottomree, as aforesaid, provided he makes the Necessity thereof appear as above-mentioned: neither shall he expose to Sale, or alienate, any Goods on board of such Vessel, as long as he can find Bills of Exchange, or Bottomree, upon the Bottom of such Vessel as aforesaid; and, even not finding that, he may not sell more of such Merchandize than a quarter

quarter Part of the Value of the said Vessel, unless upon the greatest Emergency as aforesaid; and then he shall be obliged to pay to the Merchant, to whom such Goods did belong, the Price which they would have fetched at the Place for which they were designed and shipped; the said Merchant in that Case paying him his full Freight, as well for the Goods so sold by the Way as aforesaid, as for those unsold; on Penalty, if the Master should act to the contrary, that he shall make good to his Owners, Fellow-Owners, and Merchants, the Damage they shall sustain, and be arbitrarily punished besides.

XX. ORDAINING further, that all Contracts, Policies of Assurance, and Bonds of Bottomree, or other things relating thereunto, which are not made in Conformity or contrary to what is above stipulated, or in any Way diminishing or derogating therefrom, or from the above Ordinance, in regard to the fitting out of Ships, shall be null, and of no Value or Force. Commanding every one to regulate themselves as well according to the Contents of this Ordinance, as to the maritime Laws above-mentioned, in all their Points and Articles: which We will that they shall take Place, and be observed, immediately after the Publication thereof, without any one's excusing themselves under Pretence of Absence or Ignorance, after the Expiration of the first six Weeks next ensuing. And it is also Our Pleasure, that whatever cannot be proved or adjusted by these Presents, shall be decided or determined by the common written Laws, any Custom or Usage to the contrary notwithstanding. Reserving to ourselves the Liberty to moderate, enlarge, or abridge this Our present Ordinance, in such Manner as We shall, at any Time hereafter, find to be most conducive to our Service, and to the Prosperity and Safety of Our Countries and Subjects.

N° 69.

We therefore order and command Our above-mentioned Privy Council, the President and Members of Our Great Council, the Chancellor and Members of our Council in *Brabant*, the Governor, President, and Members of our Council in *Flanders*, the Stadtholders, Presidents, and Members of our Councils of *Holland* and *Friezland*, the Stadtholder of *Overysel* and *Groeningen*, the general Collectors of *Zeeland* to the West or Eastward of the *Schelde*, and all our other Judges and Officers whom it does concern, their Deputies, and each of them in particular, accord-

according to their respective Offices, that they do cause Our aforesaid Ordinance and Statute, with all the Conditions and Articles above-specified, to be publickly read, proclaimed, and published, each of them within his Province, Limits, and Office, as Need may require; and strictly to charge every body on Our Behalf, to observe the same, and to see the same observed, maintained, and put into Execution, and to renew the Publication thereof every half Year, in order that no Person may pretend Ignorance of the same; proceeding and causing the Offenders to be proceeded against by putting the Penalties hereby inflicted in Execution, notwithstanding any Opposition or Appeal lodged or to be lodged, and without Prejudice to the same: and We give them full Power, Authority, and special Command, for that Purpose, with what relates thereunto, by these Presents. And as these Presents will be wanted in several Places, We will, that as full Belief shall be given to the having seen the same under the authentic Seal, or to a Copy thereof, compared and signed by any of Our Secretaries, as to this Our Original; for such is Our Pleasure. In Witness whereof We have caused Our Seal to be affixed hereunto. Done in Our City of *Brussels* the last Day of *October*, in the Year of Our Lord One Thousand Five Hundred Sixty Three, and of Our Reign in *Spain, Sicily, &c.* the Eighth, and in *Naples* the Tenth.

Signed

By the King in His Council,

and Counter-signed

D'OVERLOOPE.

Nº. 70. An Ordinance made in *Spain* by King *Philip II.* at *Valladolid*, *July* the 14th, 1556.

Nº. 71. I. **W**E ordain and command, that all Underwriters of Risks to and from the *Indies*, who declare that they sign for another Person, either by Virtue of his Power, or Commission, shall first shew the Powers, or Commissions, to the *Prior* and *Consuls*, that they may examine their Validity, and, if found sufficient, give the Underwriters Leave to sign; but they shall not grant this Licence, if the Powers, or Commissions are not satisfactory, and to their Liking; and he that signs without, shall

shall incur a Penalty of twenty thousand Maravedis, half for Our Chamber, and half for the Charges of the *Consulado* [a Consular Court] and authenticated Copies of the Powers, that shall be approved before a Notary of the *Contratacion* House, or one of the *Consulados*, shall remain in the *Consulado*, according to Custom.

It is known that Insurances in those Times were mostly practised at *Antwerp*, where the greatest Number of wealthy Merchants then resided; who, on shipping Goods to foreign Markets, used to send their own Super-cargos or Agents, furnished with Letters of Attorney, to act in Behalf of their Principals; and some might often be impowered to insure for their Constituents Account, and others not; for which Reason it seems this Law prescribed, that the Powers should be lodged in, and approved of by, the Consular Court.

II. INSURANCE Brokers who make out Policies, are to observe these Ordinances and Forms, and keep a Book to enter them in, from the Beginning to the End; with the Day, Month, and Year in which each Firm was made; who signed it; with the Quantity and Price: under Penalty of twenty thousand Maravedis, for Our Chamber, Charges of the *Consulado*, and Informer, in thirds: with Loss of Office, and Interest of the Party. N^o. 72.

III. WHEREAS many Insurers absent themselves, or die, from whence great Inconveniencies arise, the Acknowledgment of their Firms being necessary for the Recovery of the Losses and Averages of the subscribed Policies; We ordain, that the Policy being signed by the Broker who made it, and Testimony therein given by him, that he saw the contracting Parties sign it, and it being entered in his Book, it shall have the same Effect as if it was recognized by the Underwriters to be their own Signature; and in Virtue thereof they may be arrested or embargoed: and likewise in Cases of Death or Absence, it shall be sufficient for the said Purposes of Embargo and Restraint on their Effects: however the Issue of the whole Affair shall not depend entirely on it. N^o. 73.

IV. No Broker shall subscribe any Risk for himself, nor for any other Person, on Penalty of losing his Office: And no one may subscribe to Risks for any Broker, on Penalty of thirty thousand Maravedis, for every Time of signing, applicable in thirds, to Our Chamber, Charges of the *Consulado*, and Informer. N^o. 74.

V. WE

N^o. 75. V. WE ordain that no Person shall insure to or from the *Indies*, on the Freight, Artillery, or Ship's Provisions, on Penalty that the Assurance be null, and the Insurer freed from paying in Case of Loss, whether it be in a Policy, or by Surety: and We permit that only two third Parts of any Vessel, and its Hull, may be insured going to the *Indies*, for its just Value, and no more; and that this Insurance be made in a separate Policy; and not jointly with any Merchandise: and if any one desires to insure on Returns, he may, for what he has the Prior's and Consul's Leave. And if any Master, or Owner of a Ship, takes up Money at Interest, or gives Bond for a Debt that he owes; the Creditor runs the Risk on the said Body and Appurtenances of the Ship, and the Master or Owner insures so much less of the Hull's Value.

Note, By the subsequent Bond, N^o. 132. it appears, that it is now the Custom for Owners of Ships, on borrowing Money for their Expeditions, to pledge the Ship's Value, together with all its Emoluments, wherein the Freight is included; and so by Custom it is now become common at *Cadiz*, to insure the full Value on all Things, and even by Way of Wager.

N^o. 76. VI. IF the Owner or Master of a Ship will sail to any Part of the *Indies*, or Isles, either with, or without the *Flota*, he may not take any Sum at Interest, and consign the Payment in the *Indies*, on the Ship, Freight, and Necessaries, without a previous Licence from the Prior and Consuls of *Sevil*, who shall make Examination about the Ship, Tonnage, and Value; and consider what may in Reason be taken at Interest on the Ship, so that it does not exceed one third Part of her Worth: And the *Consulado* shall keep a Book of these Licences; and the Concerned, not observing the Form of this Law, shall incur the Loss of their Goods.

N^o. 77. VII. FORASMUCH as when an Insurance is made after the Loss of a Ship, it is apprehended that the Assured knew it at the Time of making the Insurance; We ordain, that if it shall have happened in a Part from whence the Assured might have learnt it by Land, at the Rate of a League *per* Hour, in such Case the Insurance shall be void, and the Insurers free, returning the Premium they received, but retaining one half *per Cent.* and if the Insurance was on one Ship, they shall not be obliged to run it on another.

VIII. IF any Ship insured on going to, or coming from the *Indies*, is not heard of in a Year and a half after her Departure from the Port where she loaded, we declare that she is, and shall be deemed lost; and the Risk may be recovered, on the Assured's making a Resignation to the Insurers, and giving them the necessary Cessions and Procurations. N^o. 78.

IX. IF any Goods be insured going and coming, and valued by an express Agreement at a fixed Price, let it be, and it is understood, that in that Price the first Cost, Insurance, and all other Charges, are included. N^o. 79.

X. JETTISONS made for a common Benefit, Unloading, and Lightening a Ship to pass the Shallows in the River of *Seville*, and other Parts, and all other common Risks, shall be understood as a gross Average, to be paid by the Ship, Freight, and Goods; if the Occasion was unavoidable, and without Fault of the Master. N^o. 80.

XI. THE Premium of Insurance, on going to, or coming from the *Indies*, is to be paid in three Months after signing, in Money, or by Assignment, although not demanded; and if it is not paid in the three Months, and there should be any Risk afterwards, the Insurer is not obliged to pay it; and the Insurer may demand in the said three Months, the Premium of the Insured, who is obliged to pay it immediately. N^o. 81.

XII. HE that shall have made Insurance on Goods from *Spain* to the *Indies*, and for some Reason has not loaded them, or only Part, on the Ship insured; in order to obtain a Return of Premium shall be obliged to acquaint the Insurers of it, and make a Demand in fifteen Days after the Ship's sailing from the Port, otherwise he has no Right to make it afterwards, but shall lose the Premium he had paid. N^o. 82.

XIII. IN whatsoever Manner a Policy on a Voyage to, or from the *Indies*, shall be cancelled, the Assured not having an Interest to run, he shall pay half *per Cent.* on all the Sum so cancelled. N^o. 83.

XIV. ALL that shall be laden in the River *Guadalquivir* for *Sanlucar de Barrameda*, and at that Place, is to be understood N^o. 84.

as laden in the City of *Seville*, although the Policy does not declare it ; and whatsoever is carried in Boats to the Ships, shall be at the Insurers Risk, notwithstanding it be not so expressed in the Policy.

Nº. 85. XV. IN all Policies that shall be made on going to the *Indies*, if more is insured than the Cargo is worth, the last Underwriters shall be struck out, and neither gain nor lose more than the half *per Cent.* for cancelling the Risk ; which shall be run by all the remaining Insurers proportionably ; and those who have last signed the Policy shall be deemed the posterior Underwriters, although others have signed it the same Day.

Nº. 86. XVI. ALL Merchandize, Gold, Silver, and other Things, which shall be registered, on going out, in the Royal Register at *Seville*, and other Parts where the Ships load, and in whatsoever Parts of the *Indies* the Register is made on their Return ; the Person to whom such Merchandize, as aforesaid, shall come consigned, or he that shall load them in Register shall be esteemed a Party ; and may recover the Loss or Average that shall happen, and make a Resignation to the Insurer, although the Merchandize be not the Property of the Person to whom they are consigned : And let it be so observed, without Prejudice to the *Ordinance* LV. and l. 29 of this *Tit.* under the Penalty there expressed.

Nº. 87. XVII. In all Policies made on a Return from any Part of the *Indies* to these Kingdoms, either in a Ship named, or in any Ship, let it be, and it is understood, that the Insurers Risks shall be run off within two Years from the Date of their signing ; and if they shall not be run off in what was insured, or any Part of it shall remain to run, the Policy shall be void, and annulled, for what is wanting, unless both Parties come to a new Agreement ; and for such Part as became void, the Insurers shall return the Premium received, retaining half *per Cent.*

Note, According to the present Custom in *Spain* all Risks continue to run for Account of the Insurers till the Ships or Effects arrive at their destined Port, without any Limitation of Time, unless it has been expressly stipulated in the Policy. The Insureds may warrant in their Policies to ship off in a certain Time, but cannot warrant in what Time the Risk shall be run off. With regard to this Law it is further to be observed, that when once a Risk is commenced, and has for a While run on the Insurers Account, though
not

not finished, it would be unreasonable to return the Premium, retaining only half *per Cent*. It ought to be something more. See Essay, § 17.

XVIII. THE Shipper or Owner shall be obliged to notify to the Insurers the Loss, or Average, that shall have happened in the outward and homeward-bound Voyage, in two Years from the Underwriting: and if it is not so notified, it cannot in any Manner be demanded afterwards. And if an Average is notified, he shall have two more Years Time allowed for procuring the necessary Documents thereby to recover; and if it is not demanded in four Years from signing the Policy, and the Proofs produced, it cannot be claimed or recovered afterwards, but the Insurers remain free. N^o. 88.

XIX. WHOSOEVER gets Insurance made from the *Indies*, either in a Ship named, or in any one, shall be obliged to insert in the Policy, before any Insurer underwrites, a Declaration whether he has had any other Policy made in *Seville*, or elsewhere, on the said Voyage; likewise what the Sum is, and how long the Risk has to run: Otherwise whatever comes from the *Indies* to the Assured, without expressing what he had insured besides; let it be, and it is understood to come on Account of every Policy that he has made, although they should be two or three; and the Insurers gain the Premiums on them all, in Punishment of the Insured's having insured without declaring what had passed: And if there shall any Loss happen, it shall only be satisfied by the first Insurers in Point of Date, although there hath been a Policy made on any Ship, and another on a Ship named: And if that on any Ship was first, it shall be first recovered, and nothing on the named Ship. N^o. 89.

XX. ON no Merchandize insured from the *Indies* shall the Insurers pay for any Damage, or Deficiency; for if there should be either, the Shipper, and not the Insurer, shall be answerable for it; excepting only in a Case of gross Average by a Jettison; in which the Insurers shall be accountable for their Share, conformable to the *Ordinance xxxvi. l. 10* of this Title. N^o. 90.

XXI. IN all Policies on Gold, Silver, Pearls and Merchandize from the *Indies*, the Cost of the Insurance shall not be insured. N^o. 91.

See Essay, § 40. Case IV.

- Nº. 92. XXII. IF any Ship, with Gold, Silver, or Pearls, be lost in returning from the *Indies*, or unloads in any Port, as incapable to prosecute her Voyage, so that all the Gold, Silver, and Pearls be effectually secured to come by another Ship to the City of *Seville*; the Owners of such Gold, Silver, or Pearls, cannot renounce, or abdicate them to the Underwriters; saying there was a Shipwreck, and that the Ship was unladen because not in a Condition to proceed; but shall wait their being loaded on another Ship, or Ships, and attend their safe Arrival, or their being really lost in the Voyage: And in such Case the Insurers shall pay all the Averages, Costs, and Charges, occasioned by putting the Gold, Silver, and Pearls in Safety, loading them in other Ships, and bringing them to *Seville*; and shall run the Risk on the Ship, or Ships, in which the said Commodities were re-loaded, although the two Years shall be elapsed and past.
- Nº. 93. XXIII. WHEN any Merchandize either going, or coming, is unloaded in any Part, or moved from one Vessel to another, or any similar Occurrence happens, the Insurers shall be obliged to pay the Shipper all Costs, Charges, Gifts, and Ransoms, that shall have been made for the Benefit of the Estate, by Relation and on the Oath of the Shipper, or the Person who paid the Expences, *only*, without further Proofs: And if the Insurers think themselves aggrieved, they shall be admitted (after Payment of the said Charges) to Trial, and a Verification of their Assertions.
- Nº. 94. XXIV. In whatsoever Part of the *Indies* Gold and Silver is loaded, and the Register expresses the Charge of making bad Gold good, and of bad Silver bettered; the Reduction, or increased Value, shall not be at the Risk of the Underwriters: But, if any Loss or Average happens, they shall pay no more than what the Gold and Silver would in Weight truly amount to.
- Nº. 95. XXV. IF the Justice of any Port, or Place, or any other Person, shall forcibly take any Goods from a Ship insured, either going to, or coming from the *Indies*, without paying for them; the Insurers shall satisfy what they cost, on the Assured's giving them the necessary Documents for its Recovery.
- Nº. 96. XXVI. THE Testimony of the Register, on coming from the *Indies*, is to be deemed the true Cargoes; and from the *Indies* they

they are registered they are to be understood to be loaded, notwithstanding the Goods may have been shipped before, or afterwards : And let the Day of their Registering be esteemed that of their Loading ; and the first Register be always preferred to the second, although the second should be loaded first.

XXVII. THERE is customarily some Risk on Goods whilst they are loading in the Ports in the *Indies*, and before they are registered ; and as the Shipper may load them for more than one Person's Account, and attribute the Register to whom he pleases ; we ordain that whosoever shall ship any Goods, shall manifest, before the Scrivener or Notary of the Registers, the Day of their Loading ; and declare their Contents, and for whose Account they are shipped, whilst the Register is forming, and the Merchant signs it. And this Declaration shall be equally valid with the Register for the Recovery of any Loss, that may happen, from the Insurers : But where no Declaration has been made, before the Notary of Registers, of what is loaded, and for whose Account, the Underwriters are free from the Risk on it. N^o. 97.

XXVIII. IN regard of the Merchandize laden in the Ports of *Spain* for the *Indies*, unregistered before the Ship's Departure ; if there shall have been any Risk on them, the Notary's Book shall be deemed a Register ; with which, and the Shipper's Oath, a Loss may be recovered, as if they had been registered ; and in Want of the Notary's Book, the Proof must be by Witnesses. N^o. 98.

XXIX. IN whatsoever Manner a Loss, Shipwreck, or the Unloading a Vessel as unfit to proceed, happens, either in going to, or coming from the *Indies* ; the Shippers may make a Renunciation to the Insurers of all the registered Merchandize (Gold and Silver excepted) that shall go or come : And the Loss, Shipwreck, or Discharge being proved, the Underwriters shall, by Order of the Prior and Consuls, be obliged to an immediate Disbursement of all they shall have insured : And from the said Order for disbursing there shall be no Appeal, nor any other Remedy ; and before all Things let them disburse, and put into the Power of the Assured, the Sum insured ; these first giving N^o. 99.

giving Security to return what they shall receive, with thirty-three *per Cent.* Interest, if it shall afterwards appear not to have been justly recovered.

N^o. 100. XXX. IT is to be understood that a Ship is unfit to prosecute her Voyage, when an Abdication is made before the Justice, and Leave given to discharge her, and she be really unloaded, the Merchandize remaining there without being re-shipped on the same Vessel: And in such Case, on producing Testimony of the Fact, and in whose Power the Goods remain, a Resignation may be made, and a Recovery had of the Insurers: But if they are re-loaden on board the same Ship, they cannot be given up, or forsaken, and only the Charges recovered from the Underwriters; provided the Accident does not happen in the Port where the Goods are shipped: For unloading in the Port where they are loaded, although the Discharge be by Order of the Justice, the Abdication cannot take Place, but the Shipper must take Care of them, and the Insurers pay the Charges and Freights, if there shall have been any, and run the Risk in the same Ship, or in others, upon which the Merchandize shall be re-loaded.

N^o. 101. XXXI. IF the Assured on Returns from the *Indies* would recover any Loss by Letter from his Factor, or any other Person, who sent or shipped them, without exhibiting a Testimony from the Register; he shall be entitled to do it, on giving Security that in two Years after Sentence he shall produce the Testimony from the Register, and present it before the Prior and Consuls, without their asking or requiring it: And if he should not bring it before the said Term be elapsed, he shall directly return, as a Depositary, what he had recovered, with the Addition of thirty-three *per Cent.* if the Insurers insist on it.

N^o. 102. XXXII. IT is not permitted to make any Policy of Insurance, on going to, or coming from the *Indies*, on Gold, Silver, or Merchandize which shall not go, or come, registered in the Royal Register: And the Policy so made either publicly, or privately, shall not oblige the Insurers to pay any Loss that may happen.

N^o. 103. XXXIII. IN Insurances made on Slaves, or Cattle, it must be declared in the Policy, that it is on them; otherwise the Insurers

surers run no Risk : and if any Beast is thrown overboard, it shall not be brought into a gross Average, but the Insurers shall satisfy the Loss.

XXXIV. ALL that is insured in a Voyage to, or from the N^o. 104. *Indies* ; let it be, and it is, understood to be insured conformable to the general Policy inserted under this Title, and its Laws : And insurances are not allowed of in any other Form, nor can the said Policy be renounced either in the Whole, or Part, or the Laws of this Title, or any Part of them, on Penalty to any one that does it, of fifty thousand Maravedis, for our Chamber, and the Charges of the Consulado, in halves : And nevertheless it is to be understood, that the Insurance is made in Conformity with the said Policy, and the Laws of this Title.

XXXV. THE general Policy on going to the *Indies* ; let it N^o. 105. be, and it is granted, in the following Form :

“ **I**N the Name of God, *Amen*.

“ We the Underwritten do acknowledge, and oblige ourselves to insure you *A. B.* on any Goods loaded by you, or by any other Person, or Persons, for you : And we also insure you on all the Charge, or Charges of this Insurance: The which said Merchandize go registered in the Royal Register, and at the Risk of *A. B.* in the Ship *N.* Captain *C. D.* or any other who shall go Master in her. And the said Ship being loaded, let her prosecute her present Voyage successfully unto her destined Port in the *Indies*, and there arrived in Safety, and the Goods unloaded from the said Ship, in any Boat or Boats, until delivered safe ashore. And it is agreed that the said Ship may, and do, make what Stops she will, or may judge proper, as well unavoidable as voluntary, entering into, and going out of, any Port, or Ports, delivering or receiving any Goods, though not altering the Voyage, except to join some Company : And if any Risk or Damage happens, we declare, that on producing a Certificate of it, made with or without the Party, or by a Person, that shall not have been made a Party, in the Place where the Ship shall have been lost, or in any other Part ; and after Six Months are past, to be counted from the Day that the Policy was
“ signed,

“ signed, we will freely pay, and immediately disburse and
 “ deposite in the Power of the Shipper, or the Person insured,
 “ all that we shall have underwrote, or that Part of the Da-
 “ mage which shall touch us, on giving us sufficient and satis-
 “ factory Security to *return us thirty and three per Cent.* [a] if
 “ such Payment shall be wrong made, and the Ship should not
 “ appear; that is, we are to pay in a Year and a Half, from
 “ the Ship’s sailing out of Port, and not appearing in that Time;
 “ and the Year and half is to be counted from the Ship’s De-
 “ parture from the Port, and not from the Time the Policy
 “ was signed. And it is to be understood, that the first and
 “ last of us are proportionably to run the Risk of what the La-
 “ ding shall be worth, and the Surplus of the Cargo’s Value
 “ must be left out, according to the Ordinance. And in this
 “ Manner, and with these Conditions, we are content to run
 “ the said Risk. And for a Compliance we oblige our Persons
 “ and Effects; and give full Power to the Justice of the *Con-*
 “ *tratacion* House of this City of *Seville*, and to any other
 “ Justices of these Kingdoms, to oblige us to comply; and we
 “ renounce our own proper Rights and Privileges, and the
 “ Law *Si convenerit*, and submit ourselves to the Customs and
 “ Jurisdiction of the said Judges, Officers, and to all the other
 “ Justices, and to the Prior and Consuls, which are, or hence-
 “ forward shall be of the University of the Shippers and Mer-
 “ chants, trading to the *Indies*, of this City of *Seville*; that by
 “ all Rigour of Law, as well by Way of Execution, as in any
 “ other Manner, they compel and force us to observe and per-
 “ form them, as if it was a Thing judged and determined by
 “ a definitive Sentence, pronounced by a competent Judge, in
 “ a contradictory Judgment, and consented to by us, and each
 “ of us, and passed as a determined Thing.”

[a] By Policy N°. 131, now in Use at *Cadiz*, it is only required to give
 Security to be answerable at Law, but nothing mentioned of the 33 *per*
Cent. Penalty.

N°. 106. XXXVI. THE Policy expressing in general *Merchandize*, it
 is understood of all Sorts of Merchandize, excepting Beasts and
 Slaves, the Hulls, Provisions, Freights, and Artillery of Ships:
 For if it says Merchandize, nothing is excepted but the above-
 said Particulars.

XXXVII. WE

XXXVII. WE declare that the Risk is understood to run N^o. 107. from the Moment and Hour that the Goods are loaded, or begin to be loaded in the Port, from the Moles of the River *Guadalquivir* of the City of *Seville* on board the Ship; and if the Goods, or any of them, shall be carried in Boats, or a Boat, to the said Ship, the Risk is run, if the Ship is in any Part of the said River as far as *St. Lucar*: And the Risk is run in the said Boat, or Boats, until the Goods be delivered into the Ship; and although they be loaded in this Manner, it is understood that they are loaded in the said River, and in the Port of *Seville*.

XXXVIII. WHERE the general Policy on going to the *In-* N^o. 108. dies says, *until delivered ashore in Safety*; let this Declaration be put, *and till then the Risk runs for the Insurer*. And the Risk being for *New Spain*, it is to be understood that the Insurers are to run it until the Merchandize be delivered at *St. Juan de Ulbua* in Boats, and carried to *La Vera Cruz*, and there unloaded in Safety.

XXXIX. IN respect to the Insurance, it is understood, that N^o. 109. the Ships which shall go to the Island of *St. John*, may touch in any Parts or Ports of the *Canaries*, and other Isles, provided they do not alter the Voyage. And the Ship which shall go to any Port of the Island of *Hispaniola*, it is understood that she may touch at, deliver, and receive Goods, in any Port or Ports of the *Canary Islands*, *St. John de Puerto Rico*, *St. German*, and others in *Hispaniola*. And the Ship that shall go to *Portobello*, may touch at the said Ports of the *Canary Isles*, *St. John de Puerto Rico*, and *St. German*, and in any of *Hispaniola*, *Cabo de la Vela*, *Jamaica*, *St. Martha*, and *Carthagena*, observing what is ordained by the Laws of this Book concerning the Commerce of the Isles of *Barbvento*, and the Ports of *Terra Firma*, and also those of our *Indies*, and Arrivals, and their Prohibitions. And likewise the Ship bound to *Cuba*, may, with the said Conditions, touch at the said *Canary Islands*, and *St. John*, and *Hispaniola*. And she which shall go to the Cape of *Honduras*, may touch at the *Canaries*, *St. John*, the Island of *Hispaniola*, *Jamaica*, *Cuba*, and the *Havanna*. And the Ship going to *New Spain* may touch at the *Canaries*, *St. John*, and

Ordinances of Spain,

St. German, the Island of *Hispaniola*, and *Cuba*. And if any Ship shall go to other Ports of the *Indies*, she may touch at the Places above directed, that shall be in the Way and Voyage of the Port where she shall go to deliver; and all the said Touchings must be with our express Licence, and in no other Manner.

The Touching at the above-mentioned Ports shall not be deemed a Deviation in the Voyages described.

- N^o. 110. IF the Ship shall voluntarily go by *Cape Verd*, without inferting and declaring it, in the Policies of Insurance made on her, it shall be deemed a Change of Voyage; and if she should be lost, it is understood that the Insurer has nothing to pay, whether she is lost or robbed before arriving at the *Cape de Verde* Islands, or afterwards.

From hence it seems that in those Times some one or other of the Register Ships bound for *America*, touched at *Cape Verde* on the Coast of *Africa* to buy Negroes.

- N^o. 111. XLI. The Cost and Value of the Merchandize is to be credited on the bare Oath of the Shipper, without other Proofs.

- N^o. 112. XLII. INSURANCE is to be understood against the Sea, Wind, Fire, Enemies, Friends, and any other Accident that happens, or can happen, except Barretry of the Master, or a Deficiency of the Merchandize.

- N^o. 113. XLIII. IF it shall be necessary to remove the Merchandize from one Ship to another, or from that to a third, either at Sea or in Port; and deliver it ashore, and re-load it in the Ship, or Ships where it shall go, or in any other Vessel, or Vessels; it is understood that it may be done without Prejudice to the Assured; and the Insurers shall pay all the Charges, whether the Merchandize go in Safety, or not: And if any Accident happens, Leave shall be given in the Policy to the Shipper, or to the Person under whose Care the Merchandize goes, that he may lay his hand on, and make the most of it, just in the same Manner as if it was not insured; and let the general Policy be made with these Declarations and Limitations.

- N^o. 114. XLIV. INSURERS on a Voyage to the *Indies* are to sign the following Policy.

- N^o. 115. “ IN the Name of God. *Amen*. We the Underwritten do
 “ acknowledge and confess, that we insure to you *N.* upon
 “ any Merchandize laden by you, or by any other Person, or
 “ Persons

“ Persons for you, that go registered in the King’s Register, and
 “ at the Risk of you *N.* in the Ship, which God preserve, named
 “ *N.* Captain *N.* or any other: and we also insure you on all the
 “ Charge, and Charges of this Insurance, from this City of *Se-*
 “ *ville*, and its River, to such a Port, until the Merchandize be
 “ delivered ashore in Safety. And be it understood, that this Ob-
 “ ligation and Policy which we make, we will that it be with all
 “ that is expressed in it, and with all the other Force, and con-
 “ tained Conditions, and that are before the Prior and Consuls
 “ of this City of *Seville* in their Ordinances for the Ships which
 “ shall go to the *Indies*: the which we acknowledge to be here
 “ expressed Word for Word, as if they were here written, that
 “ all contained in them may benefit and advantage this Po-
 “ licy.”

XLV. IT is understood that the said Ship may touch at other N°. 116.
 Places besides the aforementioned, not prohibited, declaring it be-
 fore the Prior, and Consuls.

IF the Policy is to be upon Slaves, where it says Merchandize, N°. 117.
 it must be expressed upon Slaves, Men and Women, loaded by *N.*
 and if it shall be upon Beasts, it must be so expressed, in the Place
 where it says Merchandize, and so let it be declared.

A general Policy on coming from the *Indies*. N°. 118.

“ IN the Name of God. *Amen.* We the Underwritten do N°. 119.
 “ acknowledge and confess, that we insure to you *N.* upon
 “ Gold and Silver, Royals, and Pearls, and any other Merchan-
 “ dize, and any thing, or things of it, loaded in any Port or
 “ Ports of *New Spain*, or in *Portobello*, which is *Terra firma*, and
 “ in the *Port de Cavallos*, and *Truxillo*, that is, in *Honduras* and
 “ *Carthagena*, and *St. Martha*, and *Cape de la Vela*, or in any
 “ Port or Ports of the Island *Hispaniola*, and the Isle of *St. John*
 “ *de Puerto Rico*, and the Port of *Cuba*, loaded by *N.* or by any
 “ other Person or Persons, that comes registered in the King’s
 “ Register, and at the Risk of *N.* and of *N.* or any of them,
 “ and at the Risk of his Company, as well in *Librança*, that
 “ comes upon the Effects of others, as in any other Manner.
 “ And it is agreed that the Ships may touch where they will,
 “ or think proper, whether forced or voluntarily, entering into,
 “ and going out of, any Ports, delivering and receiving Goods:

“ and in regard of the Cost and Value of the aboveſaid, they ſhall
 “ be paſſed by the ſimple Oath of the Shipper, or by any miſſive
 “ Letter they ſhall produce, if the Register does not declare it:
 “ And if there ſhall be any Hazard, and the Register loſt, we
 “ will pay on any miſſive Letter that ſhall be ſhewn, with the
 “ Circumſtance that in two Years they ſhall bring a Teſtimony
 “ of the Register; and not bringing it, or the Register not be-
 “ ing conformable with the Policy, they ſhall return what they
 “ ſhall have received, with thirty three *per Cent.* beſides, for a
 “ Penalty, and Intereſt; for which they muſt give a fair and cre-
 “ ditable Security. The which Inſurance is to be underſtood
 “ againſt the Sea, Wind, Fire, Enemies, Friends, and any other
 “ Accident that happens, or may happen; except Barretry of the
 “ Maſter, or Deficiency of the aboveſaid, and Alteration of the
 “ Voyage, if the ſaid Alteration ſhould not be to j in ſome Fleet
 “ or Company. And if any Accident ſhall happen, and it ſhall
 “ be neceſſary to lay Hands on the aboveſaid for its Advantage,
 “ Leave is given to the Inſured to take Care of it, and to benefit
 “ it all he can, acting with it as his own Property, transferring
 “ it from one Ship to another, as well at Sea, as aſhore, and re-
 “ load it in the Ship, or Ships, where it ſhall come, or in any o-
 “ thers that they can, without your ſuffering any Prejudice: and
 “ that the Charges which this occaſions we will pay you, whe-
 “ ther the aboveſaid be recovered or not: And if there ſhould be
 “ any Loſs, we will pay it in ſix Months from the Day of Sign-
 “ ing, bringing it by Certificate made by Party, or without Par-
 “ ty or Perſon who is not a Party made in the Place where it
 “ ſhall be loſt, or in any other Part; and we will fairly imme-
 “ diately diſburſe, before all Things, and depoſit, in Power of
 “ the ſaid N. all the Damage that to each ſhall belong, on his
 “ giving ſufficient and creditable Security, that it ſhall be well
 “ paid; and not being ſo, he ſhall return it with thirty-three *per*
 “ *Cent.* And we will that this Policy be underſtood to be for all
 “ Parts of the *Indies*; and if a Ship does not appear, it is under-
 “ ſtood that the Year and half is to run from the Day of her
 “ ſailing from Port. And we oblige ourſelves to run the ſaid
 “ Risk from the Day of our ſigning this Policy for the two
 “ firſt following Years; which being elapſed, we remain free
 “ from this Obligation, for what till then ſhall not have been
 “ run of it, and for what ſhall be ſo wanting to run, let us be
 “ obliged

“ obliged to return the Premium that we receive: and in this
 “ Manner, and with these Conditions, we are content to run the
 “ said Risk: and for it oblige our Persons and Effects, and em-
 “ power the President and Judges of the *Contratacion House* at
 “ *Seville*, and submit to the Justices, that they may oblige us to a
 “ Compliance; and we renounce our proper Privilege, and Ju-
 “ risdiction of the said President and Judges, and other Justices
 “ of this City of *Seville*, as of all the Cities, Towns, and Places of
 “ these Kingdoms; and submit to the Prior and Consuls, which
 “ are, or shall be henceforward of the Univerſity of Shippers,
 “ Dealers in the *Indies*, of this City of *Seville*, that by all Rigor
 “ of Law, as well by Way of Execution, as in any other Manner,
 “ they may compel and force us to observe and comply with it,
 “ as if it was determined and sentenced by a definitive Sentence,
 “ given by a competent Judge in a contradictory Judgment, and
 “ by us, and every one of us, consented to, without a Privilege
 “ of appealing.”

Declarations and Limitations of this general Policy, on
 coming from the *Indies*.

XLVIII. AND it is to be understood, that in the Port where N°. 120.
 the abovesaid shall be shipped, they may load it in any Boat, or
 Boats, or Barks, to carry it to the Ship, or Ships, or any other Ves-
 ſel or Vessels in which it shall be loaden, from the Time it was,
 or shall be shipped, until its Arrival at the Port of the Keys of the
 River of *Seville*, and there landed in Safety.

XLIX. WHAT is to be insured from *Honduras* to *Seville* may N°. 121.
 be brought to the *Havanna*, there to be reloaded in any other
 Vessel or Vessels that they shall choose; and they may there a-
 gain register, and renew it, and the Risk is run although in the
 Policy made it be not expressed.

L. WHAT shall be insured coming from *Puerto-Rico* may be N°. 122.
 carried to *St. Domingo*, if the Owners will, in the same Manner
 as is expressed in the preceding Law; there to be loaded in the
 Ship, or Ships, they shall think proper; and it may be registered
 anew, and the Risk is run, although not mentioned in the Policy.

LI. WHAT shall be insured from *Cape de la Vela*, let it be, and N°. 124.
 it is understood, as in the preceding Laws; wherefore if they
 will

will fend it to *Portobello*, or to the Island *Hispaniola*, to be loaded there in other Ships, they have a Liberty to do it; and the Risk is run upon it although not exprested in the Policy; and these Conditions contained in this Law, and in the other three antecedent to it, the Policy made on Effects from the *Indies* must be subject to, although they be not mentioned in it.

N^o. 124. LII. ALL Policies that shall be made from any Parts of the *Indies*, shall be understood to be proportioned for the first and last Insurers to be equal in Loss and Gain.

N^o. 125. LIII. If the Ships insured, not being able to do otherwise, shall by Chance or Strefs of Weather, put into *Cadiz*, *Lisbon*, or any other Parts, and bring the Cargo from thence by Sea or Land to *Seville*, the Insurers shall nevertheless run the Risk. And if the Ships shall leave the Loading in any Parts of the *Indies*, they have Liberty to do so, and the Risk continues on those Ships in which it shall come from thence, until it is arrived, and delivered in *Seville*. And with these Declarations, and Limitations, the said general Policy on Effects from the *Indies*, shall be observed.

LIV. A Policy which the Insurers are to sign on Returns from any Part of the *Indies*.

N^o. 126. “ I N the Name of God. *Amen*. We the underwritten do
 “ acknowledge and confess that we assure to you *N*, upon
 “ Gold, and Silver, and Royals, and Pearls, and upon any other
 “ Thing or Things, of that loaded in the Port of *N*, by *N*, and
 “ by any other Person, and Persons, in any Ship or Ships, in any
 “ Manner whatsoever, that comes registered in the King’s Re-
 “ gister, and for Account of *N*, or of *N. N.* or either of them,
 “ or for Account of his Company, as well in *Librança*, that comes
 “ on others Goods, as in any other Manner: the which Risk
 “ we run from the Day and Hour that the abovesaid began, or
 “ should have begun to be loaded from the Shore in the said Port
 “ or Ports, aboard the said Ship or Ships, and in any Boat or
 “ Boats, in which they shall be carried to be loaded aboard them,
 “ wheresoever they be: and so loaded in them, or in either of
 “ them, prosecute their present Voyage happily, to the Port of
 “ the Keys which is in this City of *Seville*, or for the Port and
 “ Bay of *Cadiz*, where their right Discharge shall be: And be-
 “ ing there arrived in Safety, and the abovesaid unloaded from
 “ them

“ them in any Boat or Boats, until its safe Delivery on Shore in
 “ the said Ports, or whichever of them shall be that of its right
 “ Delivery: And it is understood that this Policy, which we
 “ make, we will that it be with all its Contents, and with all the
 “ Force besides, and Conditions contained in the general Policy,
 “ which are in the Ordinances of the Prior and Consuls of this
 “ City of *Seville*, and for the Ships which shall come from the
 “ *Indies*; the which we acknowledge to be here expressed *ver-*
 “ *batim*, the same as if they had been inserted, to the End that
 “ all contained therein may be valid, and applicable to this.

LV. If the Insurance shall be made on a Ship ascertained, let N°. 127.
 the Policy express the Name of the Ship, and of the Master, as
 well on going to, as coming from the *Indies*.

A general Policy for insuring on the Bodies of Ships.

LVI. “ **I**N the Name of God. *Amen*. We the Under- N°. 128.
 “ written do acknowledge and confess that we insure
 “ to you *N*, upon the Body of the Ship named the *N*, which
 “ God preserve, of which *N*. is Master, or any other that shall
 “ go for Master, which said Ship is at present anchored in the
 “ Port of the Keys which is in this City of *Seville*, or in such a
 “ Place, from whence to prosecute her present Voyage luckily,
 “ to such a Place, the abovesaid belonging to you the abovesaid,
 “ or to whom it ought in any Manner to belong; and we also
 “ insure you upon all the Costs and Charges of this Insurance:
 “ The which Risk we run from the Day and Hour that the said
 “ Ship gets under Sail in the said Port of the Keys, where she
 “ lies to begin the said Voyage, until she be arrived in Safety at
 “ the said Port *N*, to which she is bound, and twenty-four na-
 “ tural Hours, first following the casting her first Anchor, after
 “ Arrival in the said Port, shall be elapsed, and thenceforward
 “ this Insurance shall be void. And it is agreed that the said
 “ Ship may, and do touch at all the Ports that she will, or thinks
 “ proper, whether forced, or voluntarily, entering into, or going
 “ out of any, delivering, and receiving Goods at them, especially,
 “ if she will, the Ports according to the Policy upon Merchan-
 “ dize outward-bound to the *Indies* which are in these Ordi-
 “ nances. The which Insurance is to be understood against the
 “ Sea, Wind, Fire, Enemies, and Friends, and any other Acci-
 “ dent

“ dent that shall, or may happen ; except the Barretry of the
 “ Matter : and if (which God forbid) an Accident should hap-
 “ pen, and it should be necessary for the Benefit of the above-
 “ said, to take it in Hand, and mend, and repair it ; we give
 “ Leave to the Master, or any other Person to whose Care the
 “ said Ship shall be committed, to undertake the improving and
 “ Repairs where he pleases, in the same Manner as if she had
 “ not been insured, and without any thing to your Prejudice :
 “ And we agree that the Charges which it shall occasion, shall
 “ be paid by us, whether the aforesaid, or part of it, be saved, or
 “ not : And it is agreed that the Master, or Person taking Charge
 “ of the said Ship, may sail with her entirely to his Liking, for-
 “ ward, or backward, whither he pleases, or thinks proper, not
 “ altering the Voyage, if it shall not be to join some Company or
 “ Fleet. And if (which God forbid) any Damage should hap-
 “ pen, on producing a Certificate of it made by, or without the
 “ Party, in the Place where she shall be lost, or in any other
 “ Part, we will punctually pay on the Expiration of the six suc-
 “ ceeding Months after the Policy shall be signed. And we
 “ will before all Things disburse, and depofite with you *N*, all
 “ that shall here appear written, or signed with our Names, or
 “ the Share of the Damage that it shall belong to us to pay, on
 “ your giving us fair and creditable Securities, to return it us,
 “ with the Addition of Thirty-three *per Cent*, if it shall prove to
 “ have been wrong paid. For the which we oblige our Persons
 “ and Effects, and give Power to the Judges of the House at *Se-*
 “ *ville*, and to the other Justices, that they oblige us to comply ;
 “ and we renounce our proper Right and Jurisdiction, and the
 “ Law *Si convenerit*, and submit ourselves to the Authority and
 “ Jurisdiction of the said Judges of the House of *Seville*, and to
 “ the Prior and Consuls, that are, or shall be henceforward of
 “ the University of the Merchants trading in the *Indies*, of this
 “ said City ; that they may by all Rigor of Law, as well by Way
 “ of Execution, as in any other Manner, compel and force us
 “ to observe, and comply with it, the same as if it had been
 “ judged and determined by a definitive Sentence, given by a
 “ competent Judge entirely against us ; and by us, and each of
 “ us consented to, and passed without Room for Appeal.”

Decla-

LVII. IF any Person or Persons shall insure, on going to, or coming from the *Indies*, in the Name of any Person, or Persons, for whose Account the Risk goes, or comes ; what shall be so insured in the Name of another, or others, may be recovered, in Case of Loss, by him who insured it, although he have no Power from the Person at whose Risk what is so insured shall go or come ; and the said Person may abdicate or resign, and the Abdication shall be valid, as if done by the Party for whose Risk what was insured goes or comes, although it be not expressed in the Policy. N^o. 129.

LVIII. THE which said Laws and Ordinances, contained in this Title, it is our Will, and we command, that they be observed, complied with, and executed, with the aforesaid Declarations and Limitations : and those of our Council of the *Indies*, President, and Judges Officers, and Advocates of the House of *Sevil*, Viceroys, Presidents, and Judges of our royal Audiencias of the *Indies*, Governors, Alcáide Mayors, and other Justices of them, and these Kingdoms, and Dominions ; and the Prior and Consuls of the University of the Shippers of the said City, shall observe, and comply with them, and cause them to be observed, complied with, and executed, on Penalty of our Displeasure, and fifty Thousand Maravedis for our Chamber. N^o. 130.

The Form of a Policy used at Cadiz, 1725.

IN the Name of God. *Amen.* We the Underwritten do acknowledge and confess that we insure to you Messieurs *Kulenkamp, Hingsberg, and Magens*, for Account of whom it may concern, upon Effects loaded in the Ship (which God preserve and keep) named the *Prince Frederick*, Captain *George Gibbs*, (*English*) of 120 Tons Burthen, four Guns, and ten Men, all a little more or less, from *Bilboa* to this Bay : Or any other that shall go for Captain of the said Ship, and the Cargo she shall have, belonging to the abovesaid, to you to whom in any Time you shall declare it does, or may belong, or ought in any Manner or Reason whatsoever. And it is agreed by an express Contract, adjusted with us the Underwriters in this Policy, that in Case of Loss, Theft, or other Damage or Disaster, that shall happen to the said Merchandize, or Fruits, either to- tally N^o. 131.

tally or in Part, you shall not be obliged of the aboveſaid to exhibit the Cuſtom-houſe Diſpatch, nor any other Clearance, of its Quality, Quantity, or Value: But with a Teſtimonial only of the Loſs or Damage that it ſhall have received, or your ſimple Oath, or any Bills of Lading, or Accounts, that you ſhall extrajudicially ſhew us, as it is here under declared; we will fairly pay the whole, or that Share of the Damage that ſhall reſpectively touch us, in Money, and not otherwiſe, without Lawſuit, Reply, for any Contradiſtion, for we ſo oblige ourſelves. To which ſaid Risk we bind ourſelves, from the Day, and Hour, that the aboveſaid, or any thing began, or ſhall begin, to be loaden from Shore in any Boat, Skiff, or in any other Veſſel or Veſſels, to convey it to the ſaid Ship, whereſoever ſhe ſhall be. And the aboveſaid being ſo loaded in the ſaid Ship, let her purſue her preſent Voyage, with the good Succeſs that God ſhall give her, for the City of

and the aboveſaid being ſo delivered from the ſaid Ship, in any Boat, Skiff, Lighter, or Barge, until it be landed in Safety. And it is agreed that the ſaid Ship may ſtop where-ever ſhall be thought proper, and convenient, whether forced thereto, or voluntarily; going into, and coming out of, any Port, or Ports, Bays, or Bars, delivering, or receiving any Loading. And in reſpect of the Value, or Coſt of the aboveſaid; we will that your ſimple Oath, and Word, or any Bills of Lading, or Accounts, which you ſhall extrajudicially ſhew us, ſhall be credited, without your being obliged to any other Proof, or Diligence, although of Right, required. And with theſe Conditions we are content to run this ſaid Risk, the which is underſtood of Sea, Wind, Fire, Friends, and Enemies, of any Nation whatſoever, which either with, or without juſt Cauſe, ſhall detain, or take the ſaid Ship, or Merchandize, or of any other premeditated, or unthought of Caſe, that may or can happen, in any Manner, or Accident that falls out, except Barretry of the Matter, or Deficiency of the aboveſaid, and of the ſaid Merchandizes and Fruits. And if (which God forbid) any Accident ſhall happen, and for the Advantage of the aboveſaid it ſhall be neceſſary, to lay Hands on it, beneit it, and convey it from one Ship to another, and from that to a third, as well at Sea, as from Shore, in any Port, or Ports; to deliver it on Land, or re-load it in the ſaid Ship, or in any other Veſſel, or Veſſels, they or you may do it, without any Prejudice: and we ſay that the Charges which this ſhall occaſion,

sion, we will pay, whether the abovesaid, or Part of it, be preserved, or not. And it is agreed that the Master, or the Person taking Charge of the said Ship, may sail as he pleases, forward or backward, where he will, or thinks proper, not altering the Voyage, except to join with some Company, or Fleet. And if (which God forbid) the said Ship shall be lost at Sea, or in any other Part, and a Year and a Day shall pass after her Loss, without any certain News of her Arrival at the said Port, or at any other; we will pay the Sum that each of us insured. And in Case of a Loss, with a Certificate made with or without the Party, in the Place where she shall be lost, or in any other, and without Citation on our Parts, we will fairly pay, disburse, and put into your Power, after the Expiration of

six Months, from the Day of the Date hereof, in Royals of Plate; or into that of the Person who shall be impowered by you; all that shall appear here written, and signed with our Names, or that Part of the Damage, that it shall concern us to pay: provided that first, and before all Things, you give us legal, fair and creditable Sureties to stand Trial with us, if we have any thing to say and alledge against the Payment: For the which we oblige our Persons and Effects, and give Power to all and any Justices of our Lord the King, especially to those of this City of

that they compel and force us by all the Rigor of Law, so to keep, observe, and perform it, as if a definitive Sentence had been given on it by a competent Judge for us and to each of us lost, admitted, and without Appeal: And we renounce all, and every Law in our Favour, and *that* of Right, which says, that a general Renunciation of Laws *non valet*. Dated in *Cadiz*, the first Day of the Month of *February*, of One Thousand, Seven Hundred, and Twenty-five.

*I am content to run the Risk in the said Ship, which God preserve, and keep, in Conformity to this Policy for one hundred Do-
lons of two Escudos of Gold each, and am paid the Premium in ready Money, at the Rate of Three and a Quarter per Cent. Dated at Cadiz the First of February 1725.*

DIONISIO DEL DUQUE.

Two Risks.

*The Form of a Bottomry Bond on a Ship, in Use at
Cadiz, 1725.*

N^o. 132.4739²₈

BE it publickly known, that we, Don *Augustin Francisco de Utrera, & Arroyo*, and Don *Luis Francisco de Utrera & Arroyo*, Owners, Captain, and Master of the Ship, called *Queen of the Angels and St. Charles*, one of the Flota, getting ready in this Port, for the Kingdom of *New Spain*, under the Command of the Cominador, Don *Antonio Serrano*; both Inhabitants of this City of *Cadiz*, jointly and separately, and for the whole *in / li-*
dum obliged; renouncing, as we expressly renounce, the Laws *de duobus Reis debendi*, and *Authenticæ de fidejussoribus*, *Remedio*
& Beneficio Divisionis & Excussionis, with all the other Laws, Privileges, and Rights of the joint Community, as is in them contained; under which Renunciations, we acknowledge to owe, and each of us *in solidum*, to *Dona Theresa Quinarte & Sanabria*, Forty and Seven Thousand Three Hundred and Ninety-two Dollars and Six Eighths of another, old Money, of those that are now current under this Denomination in these Kingdoms, the which she has lent to serve us; and we confess to have received that Sum from her, in ready Money, before signing this Obligation, including therein the Premiums of the Risks that shall go declared, and have been regulated according to the Time present; from which Proof we release her, and acknowledge ourselves to be satisfied, and to have received the said Sum, Principal, and Premiums, to our Satisfaction; and as to its Receipt not being present, we renounce the Exception of the *Non numerata pecunia*, Proof of Payment, Fraud, and Term, and what else is to the Purpose, as is in them contained, for which we acknowledge a sufficient Receipt; and the said Forty and Seven Thousand Three Hundred and Ninety-two Dollars of Plate, and Six Eighths of this Loan, are to go, and come this Voyage at the Risk, and for Account of the Creditor, with her Approbation, and Consent, from the Bay of this City, to the Port of the new *Vera Cruz*, in the said Kingdom of *New Spain*, and from thence back; *on going*, in the said Ship called *Queen of the Angels and St. Charles*, and *upon her Hull, Keel, and Earnings*, which are of greater Value than this Debt; in the fitting out, and equipping of which we declare to have converted the Import of this Writing, for which Purpose the Creditor lent it us. And *on returning*, she is to run the said Risk, in the aforementioned Ship, and in the two that shall come as *Capitana* and

Almi-

Almiranta of this *Fleta*, upon as many more Dollars of Plate ; in double Plate, which we oblige ourselves to imbarck in equal thirds, in the said three Ships, under Register, with Bills of Lading in Favour of the Creditor. The which Risks are, and so to be understood, of the Sea, Wind, Land, Fire, Friends, Enemies, and other unfortunate marine Accidents, that may happen to the said Ship, *Queen of the Angels and St. Charles*, on going, and returning ; and to the aforementioned Ships the *Capitana*, and *Almiranta*, in their homeward-bound Voyage for *Spain*, during their Navigation, provided the said Ship, *Our Lady of the Angels*, going, or those upon which this Risk shall be expressed to come, in returning, shall be lost ; in which Case, the Loss being total, we are to remain free from the Payment of the Sum of this Debt ; and this Instrument null and void, as if it had not been made. But if, on going out, the said Ship, *Our Lady of the Angels and St. Charles*, shall run ashore, or elsewhere be wrecked, and her Voyage be overfet, saving her Guns, Hull, or other Stores of the Ship, and if in the Return, those Dollars shall be saved on which the Risk is declared by her, or the said two Ships the *Capitana* and the *Almiranta*, the Creditor is to receive from what is saved the Sum of this Obligation, and we the remaining Value, both Parties remaining Partakers, and Partners ; to the End that, deducting the Costs, and Charges which its Preservation shall have occasioned, the Balance be divided and distributed, as a Partnership Account ; in order to which, an attested Account, given by the Person who shall have had the Management of the Affair, shall be sufficient, without any other Proof, although by Law required, of which we release it. And the Risk of the Voyage outward is to begin from the Day, Hour, and Moment, that the said Ship. named *the Queen of the Angels and St. Charles*, shall get under Sail [a], in the Bay of this City on her Voyage, and all the Continuance of her Navigation, making any Stops, and going into any Ports, either by Constraint, or voluntarily, until she really and truly sail and enter into the said Port of *Vera Cruz*, and therein cast her first Anchor ; and, besides that, twenty-four natural Hours be elapsed ; the which expired, the Creditors Risks out cease ; and those that shall happen thenceforward are for our Account. And those on the Return, are to

[a] The Risk, to run proportionably on the whole of the Ship, Outset, and Licence, should commence from the Day of taking in any of her Lading, or opening her Register.

commence from the Instant that the said Ship, *Our Lady of the Angels and St. Charles*, and the aforesaid two Ships, the *Capitana* and *Almiranta*, shall get under Sail in the said Port of the new *Vera Cruz*, to return to these Kingdoms, and all their Voyage, going into, and stopping at any Ports, necessarily or voluntarily, until they enter, and anchor in the Bay of this City, the River *Benanza*, of that of *St. Lucar de Barremeda*, or any other Port of *Europe*, where the Voyage shall be deemed finished, and their first Anchors there cast, and twenty-four such Hours [a] as the antecedent, be besides elapsed; the which ended, the Risks for the Creditor's Account remain entirely finished, and those that shall happen thenceforward, are to be for ours. And from this Time; for that, when all the Risks shall have expired, we constitute ourselves evident and plain Debtors of the aforesaid Forty and seven Thousand three Hundred ninety and two Dollars of Plate, and six Eighths of another, truly to give, and pay them to the said *Dona Theresa Quinarte & Sanabria*, and to whomsoever shall have her Power and Letter of Attorney in this City of *Cadix*, and its Liberties, and Jurisdiction, and in any other Part of these Kingdoms, those of the *Indies*, and others, where it shall be demanded of us, we, and our Effects, and either of us that shall be met with, within the first fifteen following Days after the said Risks shall be over, in as many Dollars and half Dollars of Plate, in double Plate, of the *Mexican* Impression, that have the same Value, Standard, Weight, and Goodness, which the *Mexican* Coin at present have, and pass at, and not in any other Specie, or Form of Payment; without any Abatement or Discount, and without attending any other Time or Term; free of Indulto, Carriage, or any other royal or commercial Contribution, although they be unexpected ones, as all these have been foreseen, considered, and provided, for the Celebration of this Contract, and for all that is contained in this Writing; and for the Charges of the Recovery, we consent to an Execution, in Virtue of

[a] As the Means for Owners of Ships to pay their Bottomry Bonds, &c. chiefly lye in their Cargo being safely delivered, and their Freight becoming due to them, they ought not to agree that the Risk shall end twenty-four Hours after the Ship's Arrival, but after a certain Number of Days, wherein it may reasonably be expected that she can unload. And in regard to the Risk coming back, when the same is fixed to come in Dollars, it is also better not to end it twenty-four Hours after the Ship's Arrival, but when such Dollars are safely landed. See *Essay*, § 23.

it, and the Oath of the Creditor, or her Attorney ; in the which we quit and defer the Proof, and Examination of all the aforesaid, the Liquidating of the said Charges, and what else is requisite, and ought to be cleared up, that this Writing may be executable ; to whose Firmness, Payment, and Compliance, we oblige our Persons, and Effects that we at present possess, or may hereafter acquire, and without the Obligation's derogating from the Speciality, nor on the contrary ; but that both Laws be used against us, we oblige ourselves, and hypothecate, for the Security and Payment of the Sum of this Writing, the said Ship named the *Queen of the Angels and St. Charles*, her Hull, Hold, Stores, and Furniture, and every Thing else belonging to her ; and we oblige ourselves not to dispose thereof in any Manner, until the said Sum be intirely paid : And whatever shall be done to the contrary, let it be null, as a Thing done against an express Prohibition, and Hypothecation : and we give full Power to his Majesty's Judges and Justices, of any Parts whatsoever of these Kingdoms, those of the *Indies*, and others where this Writing shall be presented, and its Compliance demanded ; to which royal Law and Jurisdiction, we oblige and submit ourselves, renouncing that we have, and another which we shall acquire, and the Law *Si conseruerit de Jurisdictione omnium Judicum*, and the last Ordinances of Submissions, to the End that to what the said is they may compel and force us with the Rigour of a definitive Sentence. We renounce the Laws, Rights, and Privileges in our Favour, and the general in Form ; and we consent that what authenticated Copies the Creditor shall ask of this Writing, shall be granted her, without the Judge's Order, or our Citation ; and we so oblige ourselves before the Notary Publick, and Witnesses in the City of *Cadix*, on the eight Day of *July*, One thousand seven hundred and twenty-five. And the contracting Parties, whom I the said Notary certify to know, signed it in my Register. Witnesses Don *Fernando Alcoua* his Majesty's Notary. Don *Pedro Gutierrez*, and Don *Joseph Palomino*, Inhabitants of *Cadix*. *Augustin Francisco de Utrera et Arroyo*. *Luis Francisco de Utrera et Arroyo*. Ante mi, *Juan Luis de Vergara*, Not. Publ.

Hypothecation.

" It agrees with its Original, that remains in the Register of
 " Don *Juan Luis de Vergara* : and by Reason of his Indisposition
 " sition

“ fition, I drew out this Copy, to deliver to the Party in whose
 “ Favour it is granted. In *Cadiz* the twenty-fourth Day of *July*,
 “ One thousand seven hundred and twenty-five.”

In Testimony of the Truth. *Francisco Perez et Angulo.*

“ We certify that *Francisco Perez et Angulo*, by whom
 “ this Copy appears to be authoris'd, is a Notary of our Lord
 “ the King's, in the Number of those of this City, faithful,
 “ lawful, and of Trust; and to his Instrument intire Faith and
 “ Credit hath been, and is, given in all Courts.” *Ut supra.*

Two Risks. *The Form of a Bottomry Bond on Goods, in Use
 at Cadiz, 1721.*

N^o. 133. **BE** it publickly known that we, Don *Juan Baptista Garrafin*,
 being near departure on a Voyage to, and from the Port of
Guaira in the Province of *Caracas*; in the Ship named *our Lady
 de Begona and St. Barbara*, whose Captain and Owner is Don
Juan Martinez Cavallero, and her Master Don *Pedro de la Ro-
 sa*, at present moored, and anchored in this Bay, as principal
 Debtor, and Obligeor; and Don *Juan Baptista Molinari*, as
 Security, which I stand, and constitute myself, of the said Don
Juan Baptista Garrafin, making, as I do make, another's Debt
 and Obligation my own; and this without any Execution, or
 other Diligence, either of Privilege or Law, preceding or being
 made against the said Principal, or his Effects, or against any
 other Person, or his: whose Benefit, and Remedy, and the De-
 posit of the Expences, I expressly renounce: and we both,
 Principal and Security, Inhabitants of this City of *Cadiz* jointly
 and separately, and for the whole *in solidum* obliged; renounc-
 ing, as we expressly renounce, the Laws *de duobus, Reis d. bendi*,
 and *Authenticæ de Fidejussoribus, Remedio & Beneficio Divi-
 sionis & Excussionis*, with all the other Laws, Privileges, and
 Rights of the joint Community and Surety, as is in them con-
 tained; under which Renunciations we acknowledge that we
 owe, and each of us *in solidum*, to Dona *Margarita del Duque*,
 Inhabitant of this City, three thousand Dollars, of ten Royals of
 Plate each, of those now current under that Denomination in
 these Kingdoms, the which she has lent to do me, the Princi-
 pal,

3000 Doll.

pal, Service, with the Consent of me the Surety, including in this Sum the Premiums and Interest of the Risks, which shall go declared, and have been regulated according to the present Time, of the Proof whereof we release her; and we confess the Receipt of the said Sum, Principal and Premiums, and acknowledge ourselves satisfied with the Delivery to our Content; upon which we renounce the Exception of the *Non numerata pecunia*, Proof of Payment, Fraud, and Term, and what is besides to the Purpose, as in them contained, and we acknowledge a sufficient Receipt. And the said three thousand Dollars of Plate of this Obligation, are to go and come, in this Voyage, at the Risk, and for Account, of the said Dona *Margarita del Duque*, with her Approbation and Consent, in the aforementioned Ship, called *Our Lady de Begona and St. Barbara*, outwardbound from the Bay of this City to the said Port of *La Guayra*, upon four Bales numbered twenty-five, to twenty-eight, and marked as in the Margin: which go embarked in her on Account of me the Principal, and contain Effects of more Value, than that of this Debt, as we both certify. And on Returning to these Kingdoms she is to run the same Risk upon competent Parcels of Cacao or Silver, that shall be worth there, at the Price current, the intire Import of this Obligation, which we oblige ourselves to embark, and that they be embarked in the aforesaid Ship, for the Assignment of the Risk homewards, under Bills of Lading, which we will cause to be signed in Favour of the Creditor: and if it should be Cacao, there shall remain a Register of it, and of its Embarkation at *La Guayra*, that its being loaded may appear on any Occasion, and Accident. The which Risks are, and so understood, of the Sea, Wind, Land, Fire, Friends, Enemies, and other unfortunate Marine Events, which may happen to the said Ship during her Voyage of going, and returning (except Barretry of the Master, or Change of Voyage) by which the Effects of the said four Bales, upon which this Risk goes assigned, or the Cacao, or Silver upon which it is to come, should be lost: which Loss if total, we, and our Goods, are to remain free from the Payment of the Sum of this Writing, which, in the said Case, shall be esteemed as null, and cancelled, as if it had never been made: but if the Loss shall be such that some Part of the Effects of the said four Bales, or of the Cacao, or Silver,

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on returning, shall be saved ; the Creditor must receive from what is saved the Import of this Debt, and I the Principal, the Surplusage ; both Parties remaining Partakers and Partners ; to the End that, deducting the Costs and Charges which its Preservation shall have occasioned, the Balance be divided and distributed as a Partnership Account ; in order to which, an attested Account given by the Person concerned in it shall suffice, without any other Proof, although by Law required ; of which we release whoever should have it. And the Risk of the Voyage outward is to begin from the Day, Moment, and Hour, that the said Ship named *Our Lady de Begona and St. Barbara* shall get under Sail, in the Bay of this City, to prosecute her Voyage, and all the Continuance of her Navigation, making the Stops, and going into the Ports, that shall be needful and necessary, until she really and truly sail, and enter into the said Port of *La Guayra*, and therein cast her first Anchor ; and besides that till twenty-four natural Hours be elapsed ; the which expired, all the outward Risks for the Creditor's Account finish, and end ; and those that shall happen afterwards, are to be for our Account. And the Risk on returning is to commence from the Instant that the said ship shall get under Sail in the said Port of *La Guayra*, to return to these Kingdoms, and all her Voyage, with all the necessary Stops, and Detentions of it, until she enter, and anchor in the Bay of this City, *Bonanza* River of that of *St. Lucar de Barrameda*, or any other Port of *Europe*, where the Voyage shall be deemed finished, and in it shall drop her first Anchor, and twenty four such Hours as the antecedent, be besides past : the which ended, the Risk for the Creditor's Account remain entirely finished, and those that shall thenceforward happen, are to be for ours. And it is a special Provision, Agreement, and Condition, that if the said Ship, named *Our Lady de Begona and St. Barbara*, should by any Accident, or without it, remain in the said Port of *La Guayra*, or any other on the Coast of *Caracas*, not to return, to comply with her Register ; in this Case the Cacao or Silver, that was to come in her on the Risk of the Return, is to be embarked in the Ship or Vessel in which I the Principal shall embark on return to these Kingdoms, that the Creditor may in her run the Risk homewards on the said Cacao, or Silver, under the Conditions, and in the same Form, as remains stipulated, and disposed, in regard to the said Register-ship. And as
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it may happen that I the Principal may by some unfortunate Accident, or voluntarily shall remain in the said Port of *La Guayra*, or Province of *Caracas*; and that the Register-ship, in which I now go embarked, may not make her return Voyage; in this Case, both Principal and Security, *in solidum*, under the joint Community, which we have made in this Writing, and afresh repeat, oblige ourselves to embark, and that it be embarked, by me the said Principal, or by my Assigns, or Factors, the entire Import of this Writing, in Silver, or Cacao of an equivalent Value with it, in the first Ship that shall sail from the said Port of *La Guayra*, for *Spain*, under Bills of Lading, and Register from the Master of her, in Favour of the Creditor; that the abovesaid in her, and upon them, may run, as she ought, the Risk of the Return, in the same Manner, as if it had come in the said Ship, named *Our Lady de Begona and St. Barbara*. And in Case that the said Silver, or Cacao for it should not be embarked in the Ships, and in the Manner, expressed by the same Deed, either of them arriving in safety in *Spain*, or at another Port in *Europe*, in the Order declared, although it be with any Damage, or Average, whether small or great to her Hull and Furniture, we are to pay, and will pay, both Principal, and Security, and each one *in solidum*, the Sum of this Writing entirely, without any Abatement, or Discount; understanding it then, as it ought to be understood, and as we desire it may be understood, that the Creditor has run the Risk of the Return on the Keel of such a Ship of the three remarked by the Order and in the Cases mentioned; as by a Wager whether she arrive in Safety or no. [a] And it is also agreed that the Diminution and Decay of the Cacao, which shall be embarked for the homeward Risk, are not to be answered, or accounted for, by the Creditor, as she is only chargeable for Jettisons, or an Average caused by maritime Accidents happening in the Course of the returning Voyage; and so we will accomplish it, in regard that by these Conditions and Preventions this Contract has had Effect. And from this Time, for *that*,

[a] To this Condition of running a Risk by Way of Wager (that is, Interest or no Interest) the Lenders should never consent: but they may consent, in Case the Debtors should not have been able to make any Return, to make a Deduction of per Cent for the Sea Risk which they did not run.

when all the Risks shall have expired, we constitute ourselves, and each one of us *in solidum*, manifest and undoubted Debtors of the aforesaid three thousand Dollars of Plate, fairly to give, and pay them to the said Dona *Margarita del Duque*, and to whomsoever shall have her Power and Letter of Attorney, in this City of *Cadiz*, and its Liberties, and Jurisdiction, and in any other Part, where it shall be demanded of us, we, and our Effects, and either of us, that shall be met with, within the first fifteen Days following that on which the said Risks shall be terminated, in heavy Doblons, or current old Plate, at our Election; the one, or the other, Specie to have the same Value, and Goodness, that the Dollars of old Plate of this Obligation now have and are current at, and in no other Specie, or Manner of Payment, without any Abatement or Discount, and without attending any other Time, or Term; free of Indulto, Carriage, or any other royal, or commercial Contribution, although they be unexpected ones, as all these have been foreseen, provided for, and considered, for the Celebration of this Contract. To all which we consent that they oblige, and force us, and to each *in solidum*, and for the Charges of the Recovery, in Virtue of this Writing, and the Oath of the Creditor, or of her Attorney, to whom we leave and refer the Proof and Examination of all the aforesaid Liquidation of the said Charges, and what else is required, and ought to be liquidated, that this Writing may be executable; to whose Firmness, Payment, and Compliance, we oblige our Persons, and present, and future Effects: and we give Power to his Majesty's Justices, and Judges, of whatsoever Parts they be, and especially to those of this City, and others of the *Indies*, and these Kingdoms; to whose royal Law, and Jurisdiction we oblige, and submit ourselves, renouncing that we have, and another that we shall acquire, with the Law, *Si convenerit de Jurisdictione omnium Judicum*, and the last Ordinances concerning Submission, that they compel and constrain us, and each one *in solidum*, with the Rigour of a definitive Sentence. We renounce all the Laws, Priviledges and Rights in our Favour, with the general in Form: and we declare that what authenticated Copies the Creditor shall ask of this Writing, shall be given her, without the Judge's Order, or our Citation. And we so oblige ourselves, before the Notary Publick, and Witnesses, in the City of *Cadiz*, on the

the Twenty-eighth Day of November, One thousand, Seven hundred, and Twenty-one. And the contracting Parties, whom I the said Notary certify to know, signed it in my Register. Witnesses *Don Vizc. Antonio Palomino*, his Majesty's Notary. *Don Pedro de Ocana*, and *Don Antonio Jordan*, Inhabitants of Cadiz. *Juan Baptista Garraffin*. *Juan Baptista Molinari*. Ante me, *Juan Luis de Vergara*, Not. Publ.

"It agrees with its Original, in my Register, to which I refer, and I drew out this Copy to deliver to the Creditor, in Cadiz, the Sixth of December, One thousand, Seven hundred, and Twenty-one."

In Testimony of the Truth. *Juan Luis de Vergara*.
Scriv. Publ.

"We certify that *Juan Luis de Vergara*, by whom this Copy seems signed and firmed, is a Publick Notary of the Number of this City, faithful, lawful, and of Trust, and to his Instruments entire Faith and Credit is given, in all Courts. Ut supra."

Lucas Lorano. *Francisco Perez & Angulo*. *Luis Antonio Palomino*.
SS^{no}. Pub. Scr. Pu^{co}. es^{no}.

N^o. 4.

Civil Statutes of the Republick of *Genoa*.
Anno 1610.

N^o. 134.

BOOK IV. CHAPTER XVI.

Of Jettisons, and how to behave on such Occasions.

WHEN the Captain, or Master, by Reason of a Tempest that may happen, or any other sufficient Cause, shall think it necessary for the Preservation of the Ship, and what belongs to it, as likewise of the People and Cargo on board, to throw something overboard, he shall beforehand consult about it with his Officers, and such Merchants as shall be present; and if two thirds of them consent to it, then in that Case three Persons shall be chosen, two whereof must be from among the

N^o. 135.

the said Officers, and one of the Merchants; but if of the latter there be none on board, then two of the Officers before the Mast, and one from among the rest, must be taken, which Persons shall have Authority to throw overboard whatever shall appear to them necessary for the Preservation of the Remainder.

- N^o. 136. THE Secretary of the Ship shall set down in his Book whatever is debated, agreed upon, and thrown overboard, in the Way and Manner above-mentioned, and in the Presence of the said Persons, who shall put their Hands to it, if they can write.
- N^o. 137. EVERY Thing that is thrown overboard in the Form as above described, shall be looked upon as a general Average, and be divided in equal Proportions upon the Ship, Freight, and Cargo; among which are to be included Money, Gold, Silver, Jewels, Slaves, whether male or female, Horses and other Cattle.
- N^o. 138. AFTER such Jettison has happened, neither the Owner nor Master of the Ship, nor any body in their Stead, shall take any thing on board, in any Place whatever, unless Provisions for the necessary Use of the Ship, fine Goods, and Passengers Baggage, except the Jettison was made before the Ship sailed out of the Harb ur where she was loaden; in which Case the Ship may complete her Loading: Or if the Ship, either in going out, or coming home, has some Goods to deliver at any Place, then it shall be permitted to take the same Quantity of Goods on board again, as were discharged at such Place. But at the Place where the Jettison was made, nothing must be shipped; and in Case the Master should ship, or suffer any thing to be ship'd there he shall be liable to make good all Damages, in Case that more Goods should be obliged to be thrown overboard afterwards, and the Freight of the Goods so ship'd as above shall be forfeited, one third to the Assurers, and the Remainder to the Conservators of the Sea.
- N^o. 139. No Owner nor Master may unload any thing during the Voyage after a Jettison has been made, but only at those Places for which the Goods, or what else he may have on board, were designed according to the Bills of Lading; and then no otherwise but in the Day-time, in order that they may be carried to the Custom-house, or other public Places and Buildings appointed for

for that Purpose, according to the Quality of the Goods; whereof he must produce an attested Certificate, in which is to be specified the Owner of the Thing unloaded: In Failure or Neglect whereof, his Demand of Average shall not only be rejected, but he shall moreover himself bear the Loss occasioned by such Jettison.

A CAPTAIN or Master may, at the Request of the Super-^{Nº. 140.} Cargo, Merchant, or Owner of the Goods, unload at any Place, provided it be done in the Day-time, and in Presence of the Persons chosen, as here above-mentioned, at the Time of the Jettison, and of the Consul for the *Genoese* Nation residing there; or if he be not on the Spot, in the Presence of the Magistrate of the Place; from which Consul, or Magistrate, an attested Certificate as above-mentioned, is to be produced; under the Penalty above expressed, without Prejudice to any legal Demands of the Merchants on the Ship.

IF any Captain or Master, in either of the aforesaid Cases, ^{Nº. 141.} should have unloaded any thing more than what is expressed in the Certificate, he shall incur the same Penalty.

As to what regards the Things which may have been unloaded ^{Nº. 142.} in the Manner as above permitted, the Captain or Master is to take Care to secure, before the Unloading and Delivery, the Proportion appertaining to those Things of the Jettison and Loss, for he shall have no Claim for the same either upon the Proprietors of other Things, or upon other Goods and Merchandize which remained on board of the Ship; on the contrary, if it was found that the Goods delivered were liable to any Part of the Contribution, the Captain or Master, with the Ship and its Appurtenances, shall contribute, in the Room of those to whom the Delivery was made, to the others and each of them, what shall appear by the Account, when the same comes to be settled, and shall moreover be subject to make good all Costs and Interest.

WHEN the Captain or Master, after the Jettison has been made, arrives at any Port, or other convenient Place, he shall, in the Presence of the said deputed Persons, and the Secretary of the Ship, make diligent Enquiry of what has been flung overboard; of which the last is to take exact Notice, and the same is to be consumed and verified by the Depositions of the Officers.

cers and Merchants, or others that were Passengers on board of the Ship during the Voyage; and in Want of such, by the Declarations of the Officers; in Default whereof, every Thing that was thrown overboard shall be laid to the Charge of the Captain and Master.

N^o. 143. THE Ships which have flung any Goods overboard, shall, on their Arrival at the Port to which they were bound, have the Preference of being unloaded first, before any others that were already arrived, notwithstanding any Regulation for the customary unloading of Ships, which might subsist in those Places.

N^o. 144. WHEN the Captain or Master returns to the Place for which he was designed, he shall, before he unloads any thing, declare upon Oath, and to the best of his Knowledge, before the Officer appointed for that Purpose, or in Want of such, before the ordinary Judge of the Place, the Month, Day, and Hour, when the Jettison happened, and what was flung overboard, and immediately let his Secretary produce the Book, wherein the Consultation before the Jettison, and the Specification of the Goods thrown overboard, were noted; whereof the Writer of the Ship shall give a Copy to the Magistrate's Secretary, who shall preserve the same, that it may serve at settling the Account, or upon other Occasions that may offer.

N^o. 145. THE Officers and Sailors, if they unload their own or any other Goods, even such as are permitted for them to carry, contrary to the Directions of this Chapter, or assist in it, shall forfeit what was unloaded, and lose their Places besides.

WHEN Goods are found unloaded contrary to the Tenour of this Law, they shall be forfeited in equal Shares between the Elders of the Church, and the Conservators of the Sea, in the City of *Genoa*; but if there be a Plaintiff or Informer, who makes the Offence appear plainly, he shall be entitled to one third Part thereof, and his Name shall be kept concealed.

OVER and above the aforesaid Penalties, the Offender shall be liable to such further Punishment as the Senate shall think fit.

WHAT has been said above concerning Patrons of Ships, is likewise to be understood of the Captain, Master, or by what other Title soever the Person that commands the Ship shall be distinguished.

The

CHAPTER XVII.

Concerning Assurances.

NO Assurance shall be made if the Name of the Person that causes the same to be done is not clearly and expressly mentioned in the Policy, before any Assurer underwrites it; nor shall a blank Space be left in the Policies, to fill up the Name, for in that Case the same shall not be valid, nor the Assurance of any Effect. N^o. 146.

No Body shall make any Assurance either for himself or another, when no Risk is run, either upon Goods, Ship, or other Things, whether the Assurance be made mediately or immediately, openly or privately.

No Body is to assure for more than the Sum or Value of the Risk, or at what it may be valued, exclusive of the Premium of Assurance, which shall not be deemed to be included in the Assurance, if it is not expressly agreed. N^o. 147.

WHEN the Value of the Goods, or any other Thing insured, has not been fixed between the Parties, and a Loss happens before half of the Voyage is performed, the said Value shall be understood to be the prime Cost, with the Addition of all Charges till on board of the Ship; but if such Accident happen after half the Voyage is past, then to be valued at the Rate of what they would fetch at the Place they were bound to. N^o. 148.

WHEN Assurance has been made for a larger Sum than the Risk amounts to, either because the same was done in different Places, or for any other Reasons, then those that underwrote first in Point of Time shall be deemed to have run, and to run the Risk, and the Premium to be returned to the Remainder; but of those that underwrote at the same Time, each of them shall be answerable for the Sum he has signed. N^o. 149.

IT shall not be deemed a Misfortune, unless the Ship insured, or the Goods on board upon which the Insurance is made, are, by some unforeseen Accident, reduced to such a Condition, that it is impossible by human Endeavours to repair them within a certain Time to be limited by the Consul of the Nation residing

siding at the Place, or if none such be there, by the Magistrate ; which Time however shall not exceed one Month, unless it be for a weighty Reason, or Accident, or when the Ship is arrested and detained by Command of the supreme Authority in the Place, in such a Manner that it is obliged to alter the Voyage, and to unload the Goods that are insured.

N^o. 151. THE Assured may, upon all and every unfortunate Accident, according to his own Choice, either demand the full Assurance, and abandon the Effects assured to the Assurers, whose Property they shall be in such Case, or else he may make up an Account of the Damage according to the Directions prescribed in these Chapters. If it should appear that the Loss amounted to Fifty *per Cent.* then the Assurers may either pay the full Sum assured, and take the insured Effects to themselves, or pay the Loss, as it is demanded, and leave the Goods assured to the Assured. The Assurers shall, in these and all other Cases, when a reasonable Average for making good Damages is demanded, have the Liberty of choosing, whether what is insured remain in the whole, or in Part only.

N^o. 152. IF the Assurers do not come to an Agreement with the Assured, according to Practice allowed, they shall be bound to make good, in Conformity to the Statutes, the Jettison that has been made, and can be proved, as likewise the Average (in which all the Damage arising from any unlucky Accident that may befall the Ship, its Appurtenances, or the Goods insured, are included) over and above the Charges which shall appear to have been occasioned by such Accident, if it can be demonstrated that the same were upon the whole, in general, such a Proportion as falls to the Share of the Things insured, whether it be of the Jettison, or Average.

N^o. 153. ALL Assurances made after the Time that a Misfortune has happened, which upon due Proof shall appear to have been already known by Report, or probably might have been known, shall be void and of no Effect, and the Premium be returned. It shall be looked upon, that in all Likelihood such Advice was received, if the Assurance was concluded within such a Space of Time, that in the mean while an Account could come from the Place where the Accident happened, to the Place where the Assurance was made,

made, accounting two Miles .to an Hour ; but if the same happened at a Distance on the Sea, and that consequently the Advice must come by Sea, before it could be known ashore, then the Time is to be calculated in the above-mentioned Manner, from the Place where the Account first came to.

THE Affurers shall not be answerable for any wilful Barretry of the Master, unless it be especially agreed between them. See the Laws made on this Head, *Anno 1610, February 25*, in the Book of Criminal Statutes, *F. 222*. N°. 154.

WITHOUT Leave of the Senate, no Assurance, Security, or Wager, shall be made or given upon the Life of the Pope, or upon the Life of the Emperor, nor upon the Lives of Kings, Cardinals, Dukes, Princes, Bishops, or other eminent Persons either spiritual or temporal. N°. 155.

NEITHER may they be done upon the Acquisition, the Loss, or Alterations of any Dominions, States, Kingdoms, Provinces, Dukedoms, Cities, Districts, and Places. N°. 156.

NEITHER may they be done upon the successful or unfortunate Issue of the Enterprizes of an Army or Fleet, nor upon their Arrival or Departure, nor upon the Taking or Defence of any Place. N°. 157.

THEY shall neither be made upon certain Marriages, whether they will be concluded or not, nor upon the Delivery of Women, or the Arrival and Departure of Ships, &c. N°. 158.

THEY shall not be made upon the Plague's or a War's being impending, or not, nor upon the Election of the Doge, or the Senators of the Republick, nor upon any Thing else, that may have the Appearance of a Deposit, Assurance, or Wager, all Things of that Sort being absolutely prohibited. N°. 159.

THOSE that act contrary to the said Regulations, shall be fined every Time for the Sum assured, deposited, or betted, and the Brokers employed therein shall pay the same Fine as the Offenders. N°. 160.

WITHOUT Licence, no Body can pass Judgment in any of the Instances above prohibited, nor can any Body be heard ; but in Case any Person has paid any Thing, he is always entitled to demand N°. 161.

mand the same back again; nor shall any Acts or Writings be drawn up relating to such illicit Transactions, under the Forfeiture of 25 Scudi by every one for each Transgression, &c.

N^o. 5.

N^o. 162. *Ordinance in Regard to Assurances of the City Middelburg in Zealand, the 10th of December, 1689.*

1. **A**LL Assurances contrary to this Ordinance shall be of no Value.
2. Assurances upon Lives, and Wagers upon Voyages, are prohibited.
3. The Assured must keep one tenth Part on his own Risk.
4. No Assurance to be made on Ships, Ammunition, &c. for more than under half the Value.
5. That upon Returns from the *East-Indies*, double the Value may be insured that was on going out.
6. Masters, Pilots, and Sailors, may not insure their Wages.
7. Perishable Goods, Ammunition of War, Gold, and Silver, must be declared in the Policy.
8. In what Manner, and before whom, Agreements of Assurance shall be passed.
9. The Policy is to contain the Name of the Ship, the Master, and the Places, &c.
10. Brokers must take Care how the Policies are drawn up, and keep Copies of them.
11. When Assurances begin, and how long they continue.
12. When the Assurance is made, the Voyage must not be altered.
13. When a Ship is missing for a Year and a Day, without any Account.
14. That Assurances made three Months after the Departure are of no Value.
15. Of Ships that are arrested in foreign Countries, or become unfit for the Voyage.
16. Of a parallel Case of an Arrest upon the Ship, or the same being rendered incapable of the Voyage, when laden with perishable Commodities.

17. Within

17. Within what Time any Act of Average is to be intimated.
18. When the Amount of an Average does not exceed Ten *per Cent*.
19. Within what Time an actual Loss is to be intimated to the Assurers.
20. Of Goods that spoil or decay of themselves.
21. Notice of any Advice of a Misfortune to be given to the Assurers upon the Spot.
22. In what Manner Assurances may be made, even after the Date of the Loss of Ship and Goods.
23. When Assurances made after a Loss are to be deemed of no Value.
24. Of Assurances made upon Goods that are not sent, or shipped afterwards.
25. The last Assurer partakes equally with the first.
26. To abandon when there are no Hopes of a Recovery.
27. Of whom, what Goods, and of what Voyages, this Ordinance is to be understood.
28. Of Assurances upon Goods by Land, or by fresh and inland Waters.
29. To what Persons it is prohibited to make Assurances, or cause them to be made.
30. The Penalty upon any Fraud or Deceit in respect to Assurances.
31. When Assurances are made in different Places.
32. That the first Policy of Assurance must have the Preference, and take Place.
33. Differences to be decided by Commissioners.
34. Of depositing the Money *pro interim*.
35. That it may be appealed from, and to whom.
36. Of executing the Decisions of the Commissioners.
37. Within what Time the Appeal must be lodged, and the Cause removed.

WHEREAS it appears from several Difficulties and Law-Suits which happen, that great Abuses are daily practised in Point of Assurances, against which it is highly necessary to provide; and several Merchants residing in this City having long wished and requested, that, for preventing such like Abuses, the former Ordinance and Customs might be revised, amended, and a Chamber
of

of Assurances erected here for the better Observance thereof; it is therefore that we the Bailiff, Burgomasters, Sheriffs and Magistrates of the City of *Middelburg* in *Zealand*, being willing to contribute to the Benefit of the Merchants of this good City, upon mature Deliberation, and after having heard the Opinions of sundry Persons, that are long versed in and have practised the Business of Assurances, have ordered and decreed the following Points and Articles by Way of Ordinance.

- N^o. 164. I. First, all Contracts of Assurances made here contrary to this Ordinance are declared null, void and of no Effect, notwithstanding any Stipulations, Conditions inserted, or Oaths made thereunto.
- N^o. 165. II. No Assurances shall be made hereafter upon the Life of any People or Persons, nor by Way of Wager upon Voyages or such like Inventions; and in Case it be done, it shall all be void and of no Value.
- N^o. 166. III. That no Assurances shall be made either by one or more Persons upon Merchandize homeward or outward bound, but at the real and usual Value thereof, leaving at least Ten per Cent Risk, Peril and Adventure for him that causes himself to be assured, being about the Tenth Part of the Value of such Goods, in Proportion to what they stand in as well at prime Cost, with Packings, Duties, Preparing, and Premium of Assurance, as likewise all other Charges, till they are delivered on Board of the Ship, included; Provided however, in Case any one Person has on Board of the same Ship more than the Value of Two thousand Pounds Flemish, he may then insure the Overplus to the full; there remaining for him only the Peril and Risk of the Tenth Part in such Two thousand Pounds Flemish. With regard to Ships, Guns, and warlike Ammunition, no more Assurance shall be made on them, than for less than the half of their true Value; and as to the Freight or Fitting out of the Ships, or Gunpowder, Bullets, Provisions, or any other Thing, that can be consumed in any Shape, no Assurance at all shall be made on them.
- N^o. 167.
- N^o. 168. V. But, as to the Trade to the *East-Indies*, we have for particular Reasons consented and approved, and we do hereby consent, and approve,

prove, for the present, that when the Person, who makes Assurance upon the Share for which he is concerned in that Trade, shall have received a certain and authentic Account of the Ship's Departure and safe Arrival in those Parts with the Goods sent from hence in good Condition, he may then make Assurance upon the Returns for double the Sum that he could have insured, in Conformity to this Ordinance, on the outward bound Voyage, *viz.* a Person that could make Assurance for one hundred Pounds Flemish outwards, may (when he has received such certain and favourable Advices) assure two hundred Pounds Flemish on the Returns.

VI. The Masters, Pilots, Sailors, Soldiers, and whoever else may be on Board of the said Ships, shall not make any Assurance upon their Pay or Wages, nor any Kind of Things belonging to them, Merchandize only excepted, if they have any, over and above what they have received out of their Wages, and that in the Manner above declared; all without any Fraud. N^o. 169.

VII. When any one wants to make Assurance upon Corn, Fruit, Wines, Oil, Salt, Herrings, Sugar, Quicksilver, Butter, Cheese, Hops, Syrup, Honey, round and flat Seeds, or any other such Sort of Goods, as spoil easily, or upon Ammunition of War, Gold and Silver, whether coined or uncoined, he must express and specify the same in the Policy, otherwise the Assurance will be of no Value, since these Sorts of Goods, unless they are expressly mentioned, will not be understood to be comprehended under the general Denomination of Goods and Merchandize, when an Assurance is made in that Manner. N^o. 170.

VIII. It shall be permitted to the contracting Parties, to make the Assurance before a Justice, Notary, Tabellion, or other public Person, or by their own particular Policies, Schedules, Notes of Hand or Bonds, signed by the Persons bound, or before creditable Witnesses, in such Manner as the Parties shall agree upon. N^o. 171.

IX. The Instrument of Assurance must further contain the Name of the Ship, that is to depart or sail from these Countries to other Countries or Kingdoms, or to come from other, N^o. 172.
to

Ordinances of Middelburg

to these or other Countries or Kingdoms ; as likewise of the Captain or Master of the Ship, who is to have the Command thereof, together with the Place, where she is to take her Lading on Board, and where she is bound to ; under the Penalty, that such Bonds of Assurance shall be void and of no Value, if the Fault lies on the Side of the Assured ; otherwise the Assured may recover it from the Person that drew up the Instrument, so far as the Fault or Omission, is to be attributed to him.

N^o. 173. X. And in order to prevent any Fraud, all Brokers and others transacting or soliciting Assurances as aforesaid, shall be obliged to draw up all Policies in Conformity to this Ordinance, and to keep a Copy Word for Word of every Thing, that shall be inserted in Writing in the Policy by one or more Hands ; under the Penalty of forfeiting the Brokerage they have earned, and four times as much to the Use of the Poor, and of being besides suspended or discharged from their Office, according to the Circumstances of the Case ; or the Assured may, for his further Security, have his Policies registred with the Chamber of Assurance in this City.

N^o. 174. XI. The Assurance on the Goods insured is to begin from the Time that such insured Goods are brought to the Key or Wharf in Order to be put on Board of the Ships, that are intended to carry them, or in Boats or Lighters, in order to be carried by such Boats or Lighters, to be shipped on board of the Vessels as aforesaid ; and the Assurance is to continue from thenceforward to the Time that the Goods are come or arrived in the Harbour, and there unladen and landed safely and in good Condition.

N^o. 175. XII. And in case any Ship or Goods, that are insured, continue missing for a Year and a Day after being departed from the Port where she was loaden, and after the Assurance was made, without having in the mean While had any Account thereof either at the Place of Lading, or of the intended Discharge, if it be in *Europe, Barbary*, or thereabout, then such Ship and Goods shall be deemed lost, Intimation whereof may be given to the Assurers, and Payment demanded three Months after. And as to Places situated at a greater Distance, the Time of two Years is to be observed hereafter.

XIII. Pro-

XIII. PROVIDED that Assurances made three Months after the Departure of any Ship within *Europe*, *Barbary*, or thereabout, or Places at a greater Distance, shall be deemed void and of no Value for six Months after such Departure, unless that the Assured acquaints the Assurers therewith, and makes his Assurance upon good or bad News. N^o. 176.

XIV. FURTHER, the Assured must not cause the Master, he has freighted, to alter his Voyage, or to enter or touch at any other Port, than what is expressed in the Policy, otherwise the Assurance to be void: but the Master may touch at other Harbours, whensoever Necessity requires it; and when he acts to the contrary without Orders from the Assured, the Assurance shall nevertheless remain in its full Value, reserving to the Assurer his Redress upon the Master. N^o. 177.

XV. IN Case any King, Prince, Potentate or Lord should take, detain, or arrest any Ship, during her Voyage, in his Country, the Persons that have made Assurances upon such Ships, as well as the Merchants that have shipped any Goods on board, and insured them, or others on their Behalf, shall be obliged to keep the Possession of the Ships so arrested and insured with the valuable Goods for six Months, before they can abandon them, whether there be any Likelihood of recovering the said Ship, or not, or if the Ship is rendered useless and unfit to perform the intended Voyage; the said six Months to begin from the Time that they have given Notice of, and intimated the Occasion, by a Notary, or some other public Person, to the Majority of the Assurers residing at the Place where the Assurance was made: which said Time of half a Year shall take Place when such Capture, Detainer, or Arrest, happens in *Europe*, or *Barbary*; but if it is made beyond those Limits, the Ships and valuable Commodities cannot be abandoned but at the Expiration of a Year, the Year beginning after an Intimation has been made in the same Manner as aforesaid: nevertheless the Assured is at Liberty to take some Security from the Assurers in the mean While either by Bail, Deposits, or otherwise, as they shall see Occasion. And the Merchants, that have shipped any Goods on Board such Vessels as aforesaid, or others for them, may load such Goods on board of any other Ship or Ships within the re-

specifice Times of six Months or a Year as abovementioned, in order to carry them to the Place they were designed for : but if they do not do it, then the Assurer may do it; in which Case the Assurer shall be liable only for the Charges, and in an Average for the Freight and Damage, that such Merchandize may have suffered during the Time of the Arrest.

- N^o. 179. XVI. BUT concerning coarse and perishable Commodities, such as Wine, Fruit, Corn, and others specified under the fifth Article, the Assured shall not be obliged to wait the aforesaid Terms of six Months or a Year, but he may prosecute his Action or Suit, as he shall judge necessary; however the Situation the Goods are in must be intimated to the Majority of the Assurers as above mentioned.
- N^o. 180. XVII. AN Action for the Damage or Decay of any Ships or Goods, that are insured, generally called Average, must be brought within a Year and a half at furthest, if such Average happened within the Limits of *Europe*, or *Barbary*; or within three Years, when at a further Distance: the respective Times of one Year and a half, and of three Years, beginning after the Ships are entirely unloaden.
- N^o. 181. XVIII. FURTHER, if the Loss either by Way of Average or otherwise does not exceed One per Cent, the Assurer shall not be obliged to make good the Damage, nor to make any Return.
- N^o. 182. XIX. CONCERNING Ships or Merchandize that are insured, and shall happen to be lost, plundered, spoiled, or otherwise damaged, the Assured shall be obliged to bring their Action of Damage against the Assurers within a Year and a half at furthest, after such Damage has happened. Which is always to be understood of Accidents happening in *Europe*, or *Barbary*: but when the Loss is at a further Distance, then three Years are allow'd.
- N^o. 183. XX. THE Assurer is not liable, when the Goods insured are spoiled or decayed of themselves, and without any outward Misfortune.
- N^o. 184. XXI. FURTHERMORE all Assured in general shall be obliged to give Notice to the Majority of the Assurers, residing at the Place, where the Assurance was made, by Notaries, or other public
Persons,

Persons, of all Advices which they may receive of any Misfortune, Arrest or Damage, that have befallen the Ships or Goods insured; of which Intimation the Notaries or other public Persons shall be obliged to take due Notice.

XXII. SHIPS, Goods, Wares and Merchandize, that are sunk, plundered or spoiled, may nevertheless be assured, even after they are sunk, plundered and spoiled, provided the Person, who makes the Assurance, has not had any Account of such Sinking, Plundering or Spoiling. N^o. 185.

XXIII. BUT when Ship and Goods have been sunk, plundered or spoiled so long ago, that the Knowledge thereof could have reached the Person that makes the Assurance, either by Sea or Land (reckoning three Miles to two Hours Time) then such Assurance shall be void and of no Effect; and in that Case, the Assured is supposed to have had, or might have had, an Account of the Loss and Misfortune, without any Proof to the contrary being required, unless the Assured made the Assurance upon good or bad Advices, in which Case the Assurance shall be esteemed valid, if the Assurer cannot make it appear that the Assured did know already of the Damage or Loss, before he made the Assurance, and the Assured will clear himself thereof upon Oath. N^o. 186.

XXIV. LIKEWISE, when any Person has made Assurance upon Goods, which he does not send afterwards, nor ships, or are not sent to him, or less has been shipped, than what he has assured, he may demand back the Premium of Assurance, leaving to the Assurer one Half *per Cent*. N^o. 187.

XXV. THE last Assurer shall partake equally in the Assurance with the first, whether it be Loss or Gain. N^o. 188.

XXVI. WHEN a Ship that is assured, is rendered innavigable, or that Ships or Goods insured are plundered or taken by an Enemy, or are otherwise absolutely spoiled or lost, without any Hopes of Recovery; it is then allowed to the Assured, to abandon such Ships and Goods to the Use of the Assurers; which being done in due Form, three Months from the Intimation thereof shall be granted to the Assurers for furnishing the Payment of the Sums by them insured. N^o. 189.

- Nº. 190. XXVII. WITH Respect to Cafes of Affurances upon Merchandize going or coming by Land, or by fresh and inland Waters, confidering that the Risk there is not fo great as at Sea, it fhall be regulated in fuch Manner as the Merchants in their Contracts fhall think fit to agree upon, except that fuch Affurances fhall not be made for lefs than what the Goods infured are worth, the Value of them to be reckoned in the Manner as is ftipulated in the third Article of this Ordinance; and that one tenth Part remain at the Risk of the Merchant, who fent them away. Owners of Waggons, Waggoners or Carriers fhall not make any Affurance, nor may the faid Owners of Waggons affure their Waggons, Carts or Horfes for any more than under half their Value, but by no Means their Wages or Pay: the Action for Average, that happened to fuch Goods, muft be brought within a Year after at furtheft, and any Action for other Damage muft alfo be entered within a Year after fuch Damage was done.
- Nº. 191. XXVIII. THIS Ordinance is to be underftood of all Affurances, that fhall be made here, either by the Inhabitants of thefe Countries, or by Strangers, and of all Goods and Merchandize, that fhall be fent by Shipping, Waggons or Horfes, whether they be the Property of Strangers and Foreigners, or of the Inhabitants of the Country, as likewise, whether the Goods come into the Country, or go out of it. And confequently, that all Affurances made contrary to this Ordinance fhall be void and of no Value, without Difinction of Perfons or Goods, as is more fully mentioned in the Beginning of this Ordinance.
- Nº. 192. XXIX. THE Officers, Commiffioners of the Chamber of Affurance, their Secretary, his fworn Clerk, the Officers of the Customs or Brokers of Affurances, fhall not make nor caufe any Affurance to be made either directly or indirecily.
- Nº. 193. XXX. As all Contracts of Affurances are held and eftemed as Contracts of good Faith, in which no Fraud or Deceit fhould be praftifed; therefore in Cafe it is found, that any Fraud, Cheat and Deceit has been ufed by the Captains, Mafters, Pilots or others, either on Behalf of the Affured or Affurers, the fame fhall not only reap no Advantage of their Fraud and Deceit,
but

but shall besides be obliged to make good all Losses, Damages and Interest occasioned by them, and to be publicly and corporally chastised and punished for a Terror and Example to others; nay even with Death, as Pirates and public Robbers, if it be discovered, that they have been guilty of any remarkable Offence or Deceit. The whole in Consequence of the Placart concerning the same.

XXXI. IN Case any Person make Assurance upon his Goods, Ship or Merchandize in different Places, without giving due Notice, butknowingly and wittingly concealing the same, in order by that Means to recover double, treble, or more, the Cost and Value of his Ship, Goods or Merchandize, contrary to what is permitted by this Ordinance, or make more Assurance upon his Ship, Goods or Merchandize, than is allowed by the same, then he shall not be entitled to demand or pretend to the Payment of such Assurance, from the Assurers or any of them, but the same shall be confiscated, one third Part to the Benefit of the Poor, and the other two Thirds to the Officer and Informer respectively, with arbitrary Correction, reserving however one Half *per Cent.* which the Assurer is to deduct out of it according to antient Custom, if he was ignorant of it, otherwise not. N°. 194.

XXXII. IF it might happen, that Goods were discovered to be insured at different Places, without any Fraud being intended on the Part of the Assured, in that Case the first Assurance only shall take Place, provided the same is large and sufficient enough for the Amount of the Goods, as far as it is permitted to assure them; if not, the next ensuing Assurance shall stand good for the Remainder, but the same shall be null and void for as much as it exceeds such Remainder, reserving nevertheless the Liberty to the Assurer, to keep back one half *per Cent.* by Reason thereof, for keeping his Books and so forth, according to antient Custom. N°. 195.

XXXIII. ALL Differences arising between any Parties concerning Affairs of Assurances made in this Place, shall in the first Instance be enquired into and be determined according to this Ordinance by Commissioners of the Chamber of Assurance here, who are to the Number of three appointed for that Purpose. N°. 196.

pose by My Lords abovementioned, and shall be continued or changed every Year, at the Time of changing Officers: which Alteration or Continuation shall be made for the first Time in August 1601. Which said Commissioners shall also have Power to decide any Controversies arising on the Point of Assurances made without this City, which relate to the Chamber of Assurance or the Exchange here, in Conformity to this Ordinance, or Cases that shall be referred to the Decision of that Chamber by the respective Parties, as well of Assurances made before the Date hereof. as of those that shall be made hereafter: which said Commissioners, together with their Secretary shall have for their Pains and Trouble in the Differences, that shall come before them, One Third Part of a Gilder for each Hundred Gilders Value, which Money is to be disbursed by the Plaintiff.

N. 197. XXXIV. AND if it appears to the Commissioners from the Policies, Bills of Lading, Invoice, proper Certificates, or other lawful Proofs which shall be laid before them, that the Policies were duly signed, that the Ships did meet with the Dangers alleged, or the Goods were spoiled, and that the Parties did give the proper Intimation of the Loss three Months before, then the said Commissioners may order the Money demanded to be deposited, either in the whole or in Part, with Liberty of levying, or taking up the Money so deposited, upon giving sufficient Security for restoring the same with Interest thereof, at the Rate of twelve *per Cent.* in Case it be afterwards found that it ought to be so: Provided always that previous Notice be given to the Defendant of the Day when he is to give in his Answer, and he is also to have Copies of every thing relating thereunto, before the Step of having the Money deposited is taken by the Commissioners.

N. 198. XXXV. THOSE that shall think themselves aggrieved by the Decisions of the said Commissioners, may in the first Instance appeal to the College of Burgomasters and Sheriffs of this City.

N. 199. XXXVI. EXECUTIONS may be made upon the Refractory against the Decisions made by the Commissioners, in the same Manner as is daily practised by Virtue of the Judgments given by the Burgomasters and Sheriffs of this City.

XXXVII. THE

XXXVII. THE Appellants shall be obliged to lodge their Appeal from the Decisions of the said Commissioners within the Space of ten Days, and within ten Days after to summon the Party to appear before the Burgomasters and Sheriffs. As likewise to deposit, on the first Court Day, with the said Burgomasters and Sheriffs the Sum of twelve Gilders, which shall be forfeited by them in Case the Decisions of the said Commissioners are approved and confirmed by the above-mentioned Burgomasters and Sheriffs. N^o. 200.

Thus decreed by the College of Justice, and Council of this City of *Middelburg*, the 30th *September*, 1600.
And published on the 19th *October* following,
G. ALEMANN.

Thus renewed, resolved, and decreed in Council, the 10th *December*, 1689.
Present. MARCUS DE LA PALMA DE ST. FUENTES.

Explanation concerning the Chamber of Assurances, in this City of Middelburg in Zealand.

WE the Bailiff, Burgomasters, Sheriffs, and Counsellors of the City of *Middelburg* in *Zealand*, to all that shall see these Letters Patent, or hear them read, send Greeting. Be it known, that in order to remove all Obscurity in the Ordinance relating to Assurances in this City, set forth the 30th of *September*, 1600, and for preventing any Disputes, as likewise for the Encouragement of Trade, we have, after mature Deliberation, thought fit to explain and illustrate the said Ordinance, and we do accordingly explain, and illustrate the same hereby, in the following Articles. N^o. 201.

I. THAT the Assured shall, at all Times when it is required, be obliged to shew and prove, what and how much Risk or Interest he did run in the Ship and Goods; and whereas sometimes Disputes may arise about the Value of the Hull of the Ship, and the consumable Things on board, &c. it shall therefore be allowed for the Assured to put a Valuation thereupon, as likewise upon N^o. 202.

upon such Goods whereof no Price was made, or regulated at the buying of them.

Nº. 203. II. THAT the Assured may make the Assurance to the full, with the Premium of Assurance included.

Nº. 204. III. THAT full Assurance may be made upon Cannon, Gunpowder, Bullets, Ball, and other warlike Stores, as likewise upon what is consumable on board of the Ships.

Nº. 205. IV. THE Commissioners, Secretaries, and other Clerks of the Chamber of Assurance, may assure, and make Assurance, as aforesaid.

Nº. 206. WE charge the Gentlemen Commissioners of the Chamber of Assurance, to regulate themselves accordingly in the giving of their Judgments, as likewise the Brokers in the drawing up of the Policies.

Nº. 207. AND that no Body may pretend to any Ignorance hereof, we have caused these Presents to be published and affixed in all Places where it is usual to make Publication, and to have it fixed up.

“ Thus decreed in Council the 4th *February*, and published
“ the 6th *March* 1719.

Present. J. BOUDEWYNS.

*Extract from the Resolutions of the Judges and
Council of the City of Middelburg in Zealand,
March the 2d, 1726.*

Nº. 208. **M**R. *Hurgronje*, as President of the Chamber of Assurance in this City, did report, that in Consequence and Compliance with the Commission given by Virtue of the Resolution of their Noble Highnesses of the 24th of *November* last, it had been taken into Consideration, along with the Gentlemen Commissioners of the said College, how to remove, in the most convenient Manner, the Difficulties that frequently occur, as is more at large expressed in the said Notes, and that the
best

best and most efficacious Expedient which appeared to the above-mentioned Gentlemen for that Purpose, was to amend and explain the Form of the Oath, which the said Commissioners are to take at entring on their Offices, in such a Manner that in the Administration of good Justice they shall be bound to regulate themselves conformable to the Contents of the Policies of Assurance, as they are now-a-days generally received by Custom, without just binding themselves strictly to the usual Form of the said Policies, otherwise than so far as the received Custom is not found contradictory thereunto. For which Report, and the Pains taken in this Affair, Thanks are hereby returned to the aforesaid Mr. President: and after Deliberation it was approved to explain the said Form of the Oath, to prevent all Uncertainties, and the Difficulties arising from thence, in order by that Means to redress the same, that the Gentlemen Commissioners of the Chamber of Assurance in the administering of impartial Justice shall be obliged to regulate themselves in a fair and candid Manner, according to the Tenour of the Policies of Assurance, as by the general received Custom they are now-a-days become sufficiently publick and common, without being strictly bound by the known Form of the said Policies, whereunto the Ordinance of their Noble Mightinesses of the Year 1600 seems to have Reference only, otherwise than as far as the said Custom is not contrary nor contradictory thereunto.

“ Agrees with the said Resolution,

Present, J. BOUDEWYNS.”

N^o. 6.

Ordinance concerning Assurances and Averages for the City of Rotterdam, the 28th of January 1721. N^o. 209.

THE States of *Holland and West-Friesland* make known :
Whereas it has been represented unto Us, by the Burgomasters and Regency of the City of *Rotterdam*, that We had granted to the Predecessors of these Remonstrants, Letters of Ratification, and Approbation, for two different Sets of Laws, and Ordinances, made by the Bailiff, Burgomasters,
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and Sheriffs of the said City, viz. on the 25th of *April*, in the Year 1635, for the Statute and Ordinance concerning Averages, and on the 14th of *May* of the Year 1655, for the Ordinance and Statute relating to maritime Affairs, and the Differences arising thereupon, within the said City: That in Conformity to those Laws and Ordinances Commissioners had from Time to Time been appointed for deciding of Cases relating to Assurances and Averages, as likewise maritime Affairs, and by that Means a judicatory Chamber for Cases of that Kind had been formed and continued. That the Bailiff, Burgomasters, and Sheriffs, with Advice of the Citizens, revising the Laws and Statutes of the said City, and among others those relating to Assurances, Averages, and maritime Affairs, they did find that the same were adapted to the Custom of those Times, which was now in some Points become different from the old Placarts; that Customs were since altered in many Respects; that it was deemed beneficial to the trading Inhabitants, at the Time of making the said Statutes and Ordinances, in like Manner as it is now, to observe an Uniformity as near as possible with other trading Places, especially with the City of *Amsterdam*; which was likewise alledged, when the Request for the Approbation of the first of the said Statutes was made in the Year 1635, that the like Approbation had been granted to the Burgomasters of the City of *Amsterdam*, in the Year 1612. That it was further remarked, that in the Statutes and Ordinances for Assurances and Averages, nothing relating to Averages was to be found; and that with regard to the other Statute and Ordinance relating to maritime Affairs, the same merely mentions Cases between Masters and Sailors of Ships. That, upon the whole, Experience had in several Instances evinced, that it was requisite for the former Orders to be enlarged, abridged, or alter'd. That it was likewise consider'd, with respect to the judicatory Chamber, that, according to the VIIth Article of the Ordinance for maritime Affairs, no Provision is made to grant any Orders for the Deposit of more than three hundred Guilders, whereas by the Statute and Ordinance relating to Assurance and maritime Affairs, the Sum was not limited; that from these and some other Remarks which did occur in revising the said Laws and Statutes, a single Ordinance and Statute relating to Assurances, Averages, and other maritime Affairs, had been extracted from the said two former Statutes and

Ordi-

Ordinances, altered according to the Circumstances of the Times and what concerns Matters of Average, or other maritime Affairs. That they the Remonstrants considering that in several Points the said Law and Ordinance did differ from the above-mentioned two Statutes and Ordinances formerly enacted, particularly with regard to the judicatory Chamber, the Substance whereof is essentially changed by adding thereunto Cases relating to Averages, and divers other maritime Affairs; they had therefore concluded to apply to Us, praying that we would please to approve and ratify the said Statute and Ordinance, made by the Bailiff, Burgomasters, and Sheriffs of the City of *Rotterdam*, upon Cases of Assurances, Averages, and other maritime Affairs, as the same has been exhibited to Us, and contains as follows:

I. ALL Disputes arising in this City relating to Assurances, Averages, or other Affairs of Navigation, shall, in the first Instance, be determined by the Chamber for the maritime Law established in this City. N^o. 210.

II. UNDER the Denomination of maritime Affairs shall be comprehended all Cases relating to Navigation, between the Shippers of Goods, and the Masters; the Loaders of Goods and the Sailors, between one Master of a Ship and another, between the Master and his Men, between one Sailor and another, between the Shippers of Goods and the Pilots, between the Pilot and Master, between the Shippers of Goods among themselves, between Owners and Owners, between the Owners and the Shippers, between Owners and Sailors, between Master and Owners, and likewise between Owners or Masters of sea-faring Vessels, and Ship-Builders, or Purveyors of all the Stores and Utensils for a Ship's Use. N^o. 211.

III. ALL Disputes of the like Nature, relating to the Navigation upon the *Maese*, and other outlandish Rivers, whether they relate to Masters, Owners, or Proprietors, Shippers of Goods, Masters of Ships, Servants, Pilots, Ship-Carpenters, or Purveyor, shall for the future likewise come before the Chamber for maritime Affairs, in the same Manner, and in the like Cases, as is mentioned above, with respect to Navigation at Sea, excepting that in Cases relating to the Navigation on the *Maese*, and outlandish Rivers, which are not for above the Value of three hundred Guilders, the Plaintiff shall have his Choice to carry the

same either before the Chamber for maritime Affairs, or the Chamber for petty Causes.

- N^o. 213. IV. ALL Actions for the Forfeiture of certain Sums, either of Goods or Wages, and all other Demands, relating to Transactions of any of the said Affairs belonging to the maritime Law, shall likewise be brought before the Chamber for maritime Affairs.
- N^o. 214. V. BUT when the Case extends to arbitrary Correction, corporal Punishment, or any further Penalty, besides the Forfeiture of Money, Goods or Privileges, then the Case must be left to the ordinary Judge, to take Cognizance thereof, altho' the Action be founded upon this Ordinance.
- N^o. 215. VI. THE Chamber for maritime Affairs may in the first Instance refer to the Chamber of the Gentlemen Sheriffs, such Causes as may require Pleadings and Proofs, when they are of Opinion, that such further Enquiry would require a Length of Time, and consequently that the same could not be so conveniently decided before them according to the settled Rules of Proceeding before their Chamber, whereof mention will be made more at large hereafter.
- N^o. 216. VII. IN all Causes cognizable by this Chamber Judgment shall be given according to the Tenour of this Ordinance, if the Case is expressed therein; but in Cases not mentioned, in Conformity to the Placarts, Laws and Custom of the Land.
- N^o. 217. VIII. THE said Chamber is to consist from Time to Time of Five Commissioners, attended by a Secretary and Messenger.
- N^o. 218. IX. THE Commissioners according to the Custom of this City shall be chose or continued every Year.
- N^o. 219. X. EACH Commissioner, before he enters on his Office, must take before the Court an Oath in the Form hereafter mentioned.

‘ I do vow and swear, that I will endeavour to do Justice in all
 ‘ Cases, that shall be brought before the Chamber for maritime Af-
 ‘ fairs, without Favour or Affection, according to the Ordinance
 ‘ of this City relating to Assurances and Averages, as also to mari-
 ‘ time Affairs, in all the Instances therein mentioned, as well
 those

‘ those not taken Notice of, according to the Placarts, Laws and
‘ Customs of the Land, which shall be found applicable to the
‘ respective Cases. So help me Almighty God !’

XI. THE Secretary, before he enters on his Office, shall take before the Burgomasters an Oath in the following Form :

‘ I do vow and swear, that I will note exactly all the Minutes
‘ of the Court ; that I will faithfully engross all the Sentences and
‘ Dispositions of the Chamber for maritime Affairs ; that I will
‘ keep secret every Thing, that I shall be entrusted with ; and
‘ that I will in general behave myself in my Station of Secretary
‘ to the Chamber for maritime Affairs in the City of *Rotterdam*,
‘ as is becoming a true, faithful, impartial and trusty Secretary. So
‘ help me Almighty God !’

XII. THE Messenger, before entring on his Office, is to take N°. 220. before the Burgomasters an Oath in the following Form :

‘ I do vow and swear, that I will well and truly observe the Or-
‘ ders of the Chamber for maritime Affairs in this City of *Rotter-*
‘ *dam* ; that I will regularly deliver all Summons and InfINUATIONS,
‘ relating to Affairs of my Office, and report the Answers to them
‘ with Truth ; that I will keep secret all Things, which I am
‘ order’d to keep so, as likewise all Cases that ought to be kept se-
‘ cret. That I will be content with the Salary allowed by the
‘ Ordinance of the said Chamber, and that upon the whole I will
‘ behave myself, as is becoming a trusty, faithful and diligent
‘ Messenger. So help me Almighty God !’

XIII. FOR supporting the said Chamber there shall from Time N°. 221. to Time be added to it a substitute Bailiff, by the Name of Water Bailiff, in order to execute the Orders and Decrees of the said Chamber, when and wheresoever it shall be found requisite.

XIV. FOR which Purpose he shall be obliged to attend the N°. 222. said Chamber every Court-day, and to enquire, whether the Commissioners have any Occasion for his Service, unless he be otherwise engaged in the Service of the City, in which Case he is to take care, as near as possible, that one of his Attendants be in the Way there.

XV. THE

- N^o. 223. XV. THE said Water Bailiff shall be authorised and empowered to see the Decisions of the said Chamber put into Execution, to make Complaints before the said Chamber against the Refractory in Cases of Fines in Money or such like; or, if the Cases are of greater Concern, to give Notice thereof to the Gentleman Officer of this City, and likewise to take the Delinquents into Custody by Order of the Chamber, as the Circumstances of Affairs may require.
- N^o. 224. XVI. As to what concerns the Duty of the Water Bailiff with Respect to the registering of Seamen hired here, and mustering of them, when required, with the Salary to be allowed him, Reference may be had to what is ordered hereafter in the CLXXIVth Article &c.
- No. 225. XVII. FOR the Support of the said Chamber for maritime Affairs, there shall be paid by all Ships, every Time they arrive from Sea, one Gilder by each Ship of upwards of sixty Lafts Burthen, and Ten Stivers by every Ship of Sixty Lafts and under.
- N^o. 226. XVIII. WHICH twenty and ten Stivers respectively the Masters of the Vessels shall be obliged to pay within a Fortnight after their Arrival at farthest, under the Penalty of three Gilders; and if they should depart again before the same is satisfied, to forfeit double the Sum, half whereof to go to the Informer, and the other half to the Benefit of the Poor.
- N^o. 227. XIX. THE Water Bailiff and his Messenger, together with the Master of the Haven or Port, are charged with looking after the due Execution hereof.
- No. 228. XX. PROVIDED, nevertheless, that the Commissioners may, for sufficient Reasons, grant a longer Time than a Fortnight.
- N^o. 229. XXI. THE Commissioners and their Secretary together shall have besides One third per Cent of every Hundred Gilders, that shall be demanded by the Way of Assurance.
- N^o. 230. XXII. THEY shall also have from Time to Time, for the making up of general Averages, one *per Mille* of the Capital, that contributes towards such Average.

ASSU-

ASSURANCE.

What is understood by Affairs of Assurance coming under the Cognisance of the Chamber for maritime Affairs.

XXIII. THE Chamber for maritime Affairs is to take Cognizance of all Cases arising from Assurances upon Ships, and Goods shipped on board of them, the Valuation of them till unloaded, and in general of every Thing relating to Trade and Navigation, the Import and Exportation of Goods, Voyages by Sea, or Journeys by Land, and all Disputes resulting from thence. No. 231.

XXIV. ALL Disputes relating to Assurances against Fire and other Accidents upon Houses, Warehouses, or any Goods, Effects, Properties, Rents upon Lives, or otherwise, and Interests in Cases not concerning Trade, Navigation, Import or Exportation of Goods, Voyages, Journeys, and the Consequences of them, shall continue to be decided by the ordinary Course of Law, notwithstanding what is mentioned in the preceding Article. No. 232.

How much or to what Value Assurance may be made in Cases under the Cognisance of the Chamber for maritime Affairs.

XXV. SHIPS, all Sorts of Goods, Wares and Merchandize, whether perishable or not, none excepted, may be insured, and Assurance be made upon them, with all Charges accruing thereupon till the Shipping them aboard inclusive, consequently the Premium paid or engaged to be paid. No. 233.

XXVI. FURTHER, the Freight which a Ship may earn, and the Wages of the Ships Company, as likewise Money lent on Bottomree, whether upon the Ship, or upon the Goods on board, Ransom for being delivered from Slavery, and in general every Thing relating to Trade, Navigation, the Import or Exportation of Goods, and to the Voyages, or that arises from thence, may be assured: every Thing however under the following Restrictions. No. 234.

XXVII. Nothing that serves for the Consumption on the Voyage may be insured. No. 235.

XXVIII. No

- N^o. 236. XXVIII. No Assurance is allowed to be made on any Wagers, wherein all imagined or imaginary Profits are understood to be included.
- N^o. 237. XXIX. HOWEVER Returns for Merchandize sent out are not comprehended amongst Wagers, for the same may be assured, upon Condition that the Assurer shall not be liable to make good such a Loss, unless the Reality of those Returns, together with the Shipping and Sending of them away, does evidently appear to the Judge.
- N^o. 238. XXX. IF the Ship, on board whereof the Returns are shipped, happens to be lost, and the true Value of them cannot be ascertained, then the Value shall be settled and fixed by the Chamber for maritime Affairs, provided the same be in no Instances taxed at more than Fifty *per Cent.* above the Principal sent abroad.
- N^o. 239. XXXI. ASSURANCE upon Ships is not to be made for more than Seven Eight-Parts of the real Value of such Ships, without Distinction whether the intended Voyage be on this or the other Side of the Line.
- N^o. 240. XXXII. SHIPS and Goods already departed may be assured, provided that Circumstance and the Time of Departure be mentioned in the Policy;
- N^o. 241. XXXIII. UNLESS the Assured be ignorant thereof: in which Case however it must be expressed in the Policy, that the Assured had no Knowledge thereof.
- N^o. 242. XXXIV. AND if the Time, or the Assureds not having Knowledge thereof, be not expressed in the Policy, then the Assurance shall be of no Value.
- N^o. 243. XXXV. IF it be found, that the Goods and Ships assured were lost, plundered, spoiled, or arrested, before the Signing of the Policy, then the Time is to be calculated at a Medium between the Places, and the Distance thereof, whether by Land or Water, to be reckoned at three Miles of fifteen to a Degree for two Hours: and if according to such Calculation it could have come to the Knowledge of the Assured within the Time, then the Assurance is to be of no Value.

XXXVI.

XXXVI. UNLESS the Assurance was expressly made upon good or bad Tidings; and in that Case the same shall be valid, notwithstanding the Time is elapsed. N^o. 244.

XXXVII. UPON Condition however, that the Assured at the Request of the Assurer shall be obliged to confirm his Ignorance thereof upon Oath. N^o. 245.

XXXVIII. AND the Assurers shall also be permitted to prove that the Assured had Knowledge thereof. N^o. 246.

XXXIX. WHICH thus appearing, the Assured shall not only have no Action against the Assurer, but shall besides be liable to pay him double Premium, over and above the Charges of procuring the Proofs. N^o. 247.

XL. AND notwithstanding this, the Officer shall have Power to proceed against the Assured as a Deceiver. N^o. 248.

XLI. UNDER the general Denomination of Goods and Merchandize shall in Assurances not be meant to be comprehended any warlike Ammunition, Gold and Silver, whether coined or not coined, Diamonds, or other precious Stones, unless they are expressly mentioned in the Policy. N^o. 249.

What Perils, and how far, the Assurers take them upon themselves.

XLII. BY Perils relating to Assurances are understood those occasioned by Wind or other Accidents, by Water, by Fire, Arrests or Restraints of higher Powers, whether Friends or Foes, by Letters of Marque, by the Villainy or Neglect of the Masters or Sailors, and in general all Dangers and Misfortunes, that may in any Shape befall the Goods or Ships assured, whether designed or not, usual or unusual, none excepted. N^o. 250.

XLIII. OWNERS of Ships shall not make any Assurance against Barrety of the Masters that they shall appoint themselves; but they may against their Neglect, and against the Villainy of the Sailors, as likewise of such Masters, as on the Decease of the appointed Master, or for some other Reason, shall succeed or be put into the Command of the Ship in foreign Parts without the Owners Knowledge. N^o. 251.

- N^o. 252. XLIV. FURTHER, the Assurers shall not be obliged to make good any Loss, which does not exceed Three *per Cent*.
- N^o. 253. XLV. NOR likewise, when the Goods assured are spoiled, diminished, or damaged either in Part, or in the whole, of themselves, without any external Accident happening to them.
- N^o. 254. XLVI. THE Assurer begins to run the Risk upon the Goods insured by him, from the Time they are brought to the Key or Wharf, in order to be put on board of the Ship that is to carry them beyond the Sea, or into Boats or Lighters to be carried on board of such Vessels.
- N^o. 255. XLVII. AND the Risk, as well with Respect to the Ship as the Goods that are assured, shall be understood to continue until the Ship, with her Guns, Ammunition, Rigging and Appurtenances, shall be arrived at the Place she is bound to, and has there safely and freely delivered her entire Cargo.
- N^o. 256. XLVIII. PROVIDED always, that particular Agreements may be made in the Policies concerning the Beginning of the Risk either sooner or later, or the Continuance thereof for a longer or shorter Space, as well with respect to Goods, as Ships.
- N^o. 257. XLIX. THE Obligation of the Assurers shall continue fourteen working Days after the Ship is arrived at the Place, she is bound to, and no longer; or if the Ship should be wholly unladen before that Time, then the Obligation of the Assurance to cease from thence.

Orders and Accidents during the Voyage.

- N^o. 258. L. WHEN Ship, Goods, or both, are insured, it is in the Power of the Assured to let the Ship sail forwards, backwards, to turn or wind to the right or left, and on all Sides, and to touch at any Harbour or Road either through Necessity or by Choice, as the Master shall judge most conducive to the Benefit and for the Prosecution of the Voyage mentioned in the Policy.
- N^o. 259. LI. PROVIDED always, that the Assured cannot give any Orders to the Captain for altering the Voyage, or to go into any Port, contrary to the Tenor of the Policy.

LII. WHEN

AND the Assured, if such Alterations of the Voyage are made by his Order, shall lose the Right of his Demand upon the Assurer.

LII. WHEN a Captain, without Necessity and without any orders from the Assured hath altered the Voyage, or has run into or touched at any other Port or Road, the Assurance is to remain in its Force. N°. 260.

HOWEVER, the Assured, being satisfied by the Assurers for the Loss sustained by Means thereof, shall be obliged at the same Time to give up to the Assurers all the Claim he may have upon the Captain on that Score.

LIII. IN case a Ship should become innavigable before she has finished her Voyage, or should be arrested by Higher Powers, and that the Goods for that Reason, or through any other Necessity, were obliged to be unloaded, then the Assured, his Factor, or Captain, shall have Power to reship them again on board of other Ship or Vessels, small or large, and the Risk shall nevertheless remain for Account of the Assurers, in the same Manner, as if the Goods had not been unloaded, and they shall make good to the Assured, besides, the Charges of reshipping, and what other Damage may accrue from thence or from the Arrest, as likewise all the extra Freight which the Assured shall be obliged to pay, over and above what he was to have paid, if the first Ship could have accomplished her Voyage. N°. 261.

LIV. ON the other Hand the Assured shall be obliged to give Notice thereof to the Assurers as soon as it shall come to his Knowledge; in Default whereof, he shall make such Satisfaction for the Benefit of the Assurers as the Commissioners shall deem just and reasonable according to the Nature of the Case. N°. 262.

Of paying the Premium, when the Arrival happens before the Assurance is made, or when the Voyage or sending the Goods away is stopt.

LV. THE Assured shall be obliged to pay the Premium agreed upon, notwithstanding the Goods or Ship insured should be arrived at the Place they were bound to before the Policy was signed. N°. 263.

LVI. IN case the Goods assured, or any Part thereof, should not be sent away or shipped, or the Voyage of the Ship assured should be stopt, the Assured shall be deemed to make sufficient

Satisfaction by paying one *Half per Cent*, for so much as regards the Goods that are not shipped or sent away, or for so much as relates to the Ship whereof the Voyage is stopt, in the Room of the Premium : but if the Premium be already paid, the Assurer shall be obliged to return the same, keeping for himself one *Half per Cent* only.

N^o. 265. LVII. BUT, if the Name of the Master or of the Ship should not be expressed in any Policy of Assurance upon Goods, nor a Stipulation made therein, in what Manner the Returns were to be made in such a Case ; then the full Premium must be paid, or if already paid, no Returns can be demanded.

N^o. 266. LVIII. PROVIDED always, that whatever is otherwise agreed upon in the Policy in this Respect, shall be observed.

The Law among the Assurers mutually.

N^o. 267. LIX. ALL Assurers that have underwrote the same Policy, altho' at different Times, have an equal Right to the Premium, the last as much as the first, without Distinction, and are also equally bound towards making good the Losses, as likewise in making Returns in such Cases, where the same takes Place.

Of the actual making good of Losses.

N^o. 268. LX. WHEN any Goods or Ships, that are insured, happen to be lost, taken, spoiled or arrested, then the Assured is obliged to abandon such Goods or Ship to the Benefit of the Assurers, before he can demand any Satisfaction from them.

N^o. 269. LXI. THE Surrender must be made by Notice in writing, by the Messenger of the maritime Court or else it will not be valid.

N^o. 270. LXII. A Ship being lost, or rendered innavigable, or any Goods being lost, spoiled, or taken, or otherwise absolutely and certainly perished, without any Hopes of being recovered, then the Surrender may be made immediately.

LXIII.

LXIII. WHICH likewise shall take Place, when Goods, that soon perish or waste, are detained by a superior Power. N^o. 271.

LXIV. OTHERWISE, if there are Hopes that the Ship or Goods, which are arrested, will be got free again, then the Surrender must be deferred for some Time after Notice of the Misfortune has been given to the Assurers by a Person of a public Character, viz. If it has happened within *Europe*, or further towards *Barbary*, the *Canary* and other Islands thereabouts included, or within the Limits thereof, Six Months; but if at a greater Distance, then a whole Twelvemonth. N^o. 272.

LXV. PROVIDED always, that sufficient Security must in the mean Time be given, if the Assured require it. N^o. 273.

LXVI. ON the other Hand, the Assured shall be obliged at the Request and by Authority from the Assurers to endeavour to obtain a Release by Letters and Correspondence. N^o. 274.

LXVII. IF no Manner of Tidings are heard of the Ship or Goods assured, they shall be deemed lost, and the Assured shall be entitled to make the Surrender at the Expiration of one Year and six Weeks after the Departure of the Ship, in Case the Voyage she was bound did not exceed the abovementioned Limits; but if she was intended for a further Distance, then at the Expiration of two Years. N^o. 275.

LXVIII. SATISFACTION for a Loss may not be demanded from the Assurers till after a Month, to be reckoned from the Time that Notice was given them of the Surrender. N^o. 276.

LXIX. EVERY Action against an Assurer must be entered within a Year and a half after the Loss or Damage, if the Accident happens within the said Limits; and within three Years, if such Loss or Damage has happened beyond those Limits, under the Penalty of being nonsuited. N^o. 277.

PROVIDED nevertheless, that such Nonsuit may be set aside for sufficient and lawful Reasons.

LXX. WHENEVER it appears, that more has been assured, than the Value of the Goods amounts to, yet the Assurers shall not be obliged to make good any more, than the real Value of the N^o. 278.

the Goods shipped, perished, or lost, or the Damage they have suffered, each of them in Proportion to the Sum they have underwrote.

Of Policies.

- N^o. 279. LXXI. IN the Policy the Name of the Ship, and of the Master must be expressed, unless the Knowledge thereof could not be come at; in which Case however the Letter or Letters of Advice must be annexed to the Policy, or at least be shewn to the Assurers; and at all Times Notice must be taken thereof in the Policy, expressing the Name of the Person that gave the Advice, and the Date of such Letter or Letters of Advice, under Penalty of being null and void.
- N^o. 280. LXXII. FURTHER the Place of Loading must likewise be mentioned in the Policy, or if the Risk begins at another Place, then that Place where the Risk takes its Beginning, as also the Place of unloading, under the Penalty of being void.
- N^o. 281. LXXIII. IN the Policies must likewise be inserted every thing that is ordered to be expressed therein by this Ordinance, under the like Penalty of Non-Validity.
- N^o. 282. LXXIV. So on the other Hand nothing shall be mentioned therein which is prohibited by this Ordinance.
- N^o. 283. LXXV. IT shall not be in the Power of the contracting Parties, by any Manner of Stipulations, whether by Way of Renunciation, or otherwise, to render any Assurances valid, concerning which any thing is omitted to be expressed that by this Ordinance is required to be mentioned, under Penalty of Non-Validity, or whereby any thing is contracted or assured, that is prohibited by this Ordinance.

Of the Brokers.

- N^o. 284. LXXVI. IN order that the Merchants may be the better informed of the Contents of this Ordinance, the Brokers shall make no Use of any but printed Policies, according to the Form prescribed at the End of this Ordinance, and having the Arms of this City printed in the Margin.

LXXVII.

LXXVII. BROKERS shall be obliged to sign the Policies. N^o. 285.

LXXVIII. THEY shall likewise keep an exact Register, consisting of printed Policies, upon which they are to specify all the Alterations in the self-same Words as are mentioned in the Policies they deliver out. N^o. 286.

LXXIX. BROKERS acting contrary to any of the three foregoing Articles, shall forfeit their Salary, and four Times the Sum besides, for the Benefit of the Poor. And for any gross Negligence, or Suspicion of being Parties concerned in any Fraud, they shall moreover be punished with Suspension, or Discharge from their Office, or otherwise, according to the Nature of the Case. N^o. 287.

LXXX. BROKERS may not assure themselves, nor by others, directly nor indirectly, under the Forfeiture of One hundred Guilders, and the Loss of their Place. N^o. 288.

LXXXI. WHEN Brokers have disbursed the Premium, they shall have the Right of an Obligation to the Policy, and may stop the same. N^o. 289.

LXXXII. THE Commissioners and Secretary of this Chamber may not assure themselves, nor by others, directly or indirectly. N^o. 290.

Of Average.

LXXXIII. ALL Damage arising from any thing that is voluntarily done for the Preservation of Ship and Goods, or for preventing greater and more apparent Mischief, shall be deemed general Average, and be borne by Ship and Cargo. N^o. 291.

LXXXIV. CONSEQUENTLY, when any Goods are thrown overboard, or otherwise flung away, or emptied, in order to lighten the Ship, it shall be particularly esteemed such. N^o. 292.

LXXXV. THE same shall also take Place with respect to any Damage that may accrue to other Goods, besides those flung overboard, or emptied, by Means of this Jettison. N^o. 293.

LXXXVI. As likewise when Anchors are cut away, or a Mast, and when some of the Rigging or Ship's Tackling is forced to be cut, or thrown overboard, to clear the Masts, for preserving of Ship and Cargo. N^o. 294.

LXXXVII.

- N^o. 295. LXXXVII. LIKEWISE, when a Ship by Storm has taken in a great deal of Water, that Holes must be made in the Ship, to open a Current for it towards the Pump, and some Goods are thereby spoiled or damaged, the Damage which the Goods or the Ship may suffer shall come into a general Average.
- N^o. 296. LXXXVIII. AND the same shall be observed not only in Cafes of Storm, but also of other Accidents:
- N^o. 297. LXXXIX. As likewise when a Captain, because he cannot weigh Anchor quick enough to sail with a Fleet, to keep clear from the Lee Shore, or for any other Extremity, is obliged to cut or slip his Anchors, that he may not remain behind to sail alone, without Convoy or Company, to keep off from the Lee Shore, or for any other Necessity.
- N^o. 298. XC. THE cutting away of a Boat shall, for the Reasons just mentioned, come into a general Average, provided there was Room enough to have saved it conveniently; but if the Ship was loaded so full, that the Boat could not conveniently have been saved, then the cutting away of the same, or throwing the Goods that were stowed in it overboard, shall not come into the Average.
- N^o. 299. XCI. NEITHER shall the flinging overboard, or emptying of any Goods stowed on the upper Deck, come into the Average.
- N^o. 300. XCII. THE Expence of the Hire of Lighters for saving Ship and Goods, shall be brought into the Average.
- N^o. 301. XCIII. BUT when it is only done to make the Ship float again, then one third Part shall be borne by the Ship, and the other two third Parts by the Cargo.
- N^o. 302. XCIV. IN case the Goods put on board of a Lighter, either by Reason of Tempest, or otherwise, in order to make the Ship float again, should happen to be lost, the Damage on the Goods shall be brought into a general Average.
- N^o. 303. XCV. BUT if the Lighter happens to be lost or damaged, the large Ship, nor the Goods on board of her, shall not be liable for it; but the Loss and Damage shall fall entirely upon the Owner,

ners, unless the large Ship was ashore in a dangerous Situation, and that the Lighter happened to be lost thereabout.

XCVI. IN all Cases of Loss and Charges that may happen by throwing overboard, cutting, putting into Lighters, or what else may occur for the Preservation and Service of Ship and Cargo, the Master shall be obliged to consult about it, and to observe what is mentioned hereafter in the cXLIVth Article upon this Subject, otherwise the Loss and Damage shall fall upon the Master or Owners. N^o. 304.

XCVII. WHEN a Ship is attacked by Enemies, Pirates, or Land-Robbers, the Charges of curing and healing those that were wounded in the Defence of the Ship, shall come into a general Average, as likewise every thing relating to the Affair, more particularly what may be judged a reasonable Satisfaction at Discretion, for the maiming or losing a Limb, or Limbs. N^o. 305.

XCVIII. THE like Satisfaction shall also be made, at the Expence of Ship and Cargo, for any Wounds, Maims or Loss of Limb or Limbs, when the Ship, by Reason of a Salute, or for any other Dispute, happens to become engaged in an Action. N^o. 306.

XCIX. BUT it shall not take Place in Regard to such Wounds, Maims, or Loss of Limbs, as shall happen in any other Service of the Ship, reserving nevertheless the Right of Regress upon the Owners. N^o. 307.

C. WHENEVER any Goods have been given to an Enemy's Ship, to Pirates or Robbers by Land, or any Thing has been assigned or promised them by Way of Ransom, Release, or Recovery of Ship and Goods, the same shall be reckoned among the general Average. N^o. 308.

CI. WHEN a Ship happens to be cast away, after having flung some Goods overboard, cut any Thing away, lightened her, made a Defence, ransomed her, or done any other voluntary Act for the Preservation of Ship and Cargo, then no Average is to be allowed, but every one may take Possession of his own, whether it be drove on Shore, or can be come at, or fished up swimming, without being obliged on that Account to contribute any Thing towards the Loss or Damage suffered by

other Goods, or by the Ship, nor to make any Reparation whatsoever.

N^o. 310. CII. NOTWITHSTANDING which, the Master, in case he has put any Goods on board of a Lighter, shall be obliged to pay the Freight of the Lighter.

PROVIDED the Danger, in which they were at that Time, was not overcome, but the Ship perished in the same.

N^o. 311. CIII. BUT if the Ship be cast away afterwards by another Accident, the Goods that are saved must contribute to the Loss of the Goods, which were flung into the Sea, were given to an Enemy, were lost or damaged in a Lighter, on board whereof they had been put, or by any other Means made Use of, for the Preservation of Ship and Cargo; but further they shall not be bound.

N^o. 312. CIV. PROVIDED always, that the Freight must be paid of every Thing that is saved, and the Charges being brought into a general Average, the Freight is to bear Part thereof.

N^o. 313. CV. IN which Cases always a Distinction must be made, whether on the Loss, which afterwards happened, any Goods of Value were fished up, and otherwise saved or not;

WHEN any Goods of Value are saved, then those Goods must likewise contribute towards the Loss of such Goods as were thrown overboard, or given up in the former Danger; but this shall not take Place when but few or no Goods are saved at the final Loss.

N^o. 314. CVI. WHATEVER is involuntarily flung overboard, cut away, or damaged, shall not come into an Average, much less any Thing that is occasioned by Negligence.

N^o. 315. CVII. FOR the same Reasons any Thing, that falls over board, leaks out, is spoiled or damaged by hard Weather or any other Accident, or even by Negligence, shall not be brought into an Average.

PROVIDED, that in case of Negligence, the Sufferer shall have his Action for Redress against the Party guilty of such Negligence.

CVIII.

CVIII. ANY Damage occasioned by the overloading of a Ship shall not come into a general Average, but is to be bore by the Masters and Owners, or by the Merchant, if he insisted on it, after he had been forewarned by the Master: concerning which Reference is to be had to what is mentioned thereabouts hereafter in Article CXXVII. N°. 316.

CIX. ANY Thing, that is taken away or spoiled, with own Consent and Authority, by an Enemy's Ship, Privateers, or Robbers on Shore, shall remain for Account of the Proprietor, and not be considered to be for the Preservation of the Ship and other Goods, and consequently shall not come into an Average. N°. 317.

CX. BY Goods, for which, or of which Contribution is to be paid towards the Average, are understood to be comprehended, not only the principal Cargo of Merchandize, but likewise Apparel, Gold, Silver, Jewels, or any Thing else, that was brought on board of the Ship in Trunks, or otherwise. N°. 318.

CXI. HOWEVER, with Respect to Money, Gold, Silver, Jewels, and other Merchandize or Goods of great Value, and little Bulk, this Difference shall be observed whether the same was delivered to the Captain under its proper Denomination, or had been concealed among other Goods: in the first Case the Average is to be charged upon it, but not if the same was concealed among other Goods, unless the Captain was advertised thereof in Time, before any Thing was flung overboard. N°. 319.

CXII. IN making up an Average for or upon Goods, no Distinction is to be made, whether the same were taken on board before the Ship's Departure, or at any other Place during the Voyage, unless the Ship was overladen, whereof Mention has been made before in the CVIITH Article. N°. 320.

CXIII. WHICH shall likewise be observ'd, altho' a Ship was freighted upon Condition not to take in any other Goods, and the whole Freight was agreed for on that footing; which Condition shall preserve to the Owner of the Goods, as well as the Freight, the Right of having Regress upon the Master. N°. 321.

CXIV. IN order to make up the general Average, the Goods that are lost, as well as those that are saved, must be valued together N 2

gether, and the Freight and other Charges to be from thence deducted, then to add thereunto in the general Average the Value of the Ship, or the whole Freight, which of the two shall amount to the most; the Freight in this Respect to be calculated as well upon the Goods that were saved, as upon those that were flung overboard, or otherwise lost.

N^o. 323. CXV. AND consequently every one is to receive or pay, out of this general Stock, in Proportion to the Goods lost or saved.

N^o. 324. CXVI. AND besides, the Goods flung overboard, lost, or damaged, shall bear their Share thereof, along with the other Goods, as they reap the Benefit of such Contribution.

N^o. 325. CXVII. WITH respect to the Valuation of the Goods, a Distinction is to be made, whether the Damage hath happened within, or beyond, the Half of the Voyage: If it has happened within the first Half-Part of the Voyage, then the Goods are to be valued at the Price they cost, without any Deduction whatever. But the Damage having happened beyond that Half of the Voyage, then the Goods are to be estimated at the Rate they would have fetched at the Place of unloading, deducting thereout the Duties and Charges paid and disbursed on them, or which are still to be paid or bore, as they must have been paid or satisfied on Arrival at the Place of their Destination.

N^o. 326. CXVIII. IN Cases, where Average is allowed, the Proprietors of those Goods, that are flung overboard, or are otherwise lost or damaged, shall have a legal Demand upon Ship and Goods, for the Satisfaction of what is due to them on that Account.

N^o. 327. CXIX. No Body however shall, with regard to Average, be further answerable, than for the Ship and Goods that are liable to the same; and on relinquishing the same, every one to be free from any further Demand.

Maritime Affairs. Between Freighters and Owners, or Masters.

CXX. THE Freighters on the one Part, and the Owners or Masters on the other, may contract among themselves concerning the freighting of a Vessel, upon such Terms and Conditions as they shall think proper, provided that nothing be agreed upon that is prohibited to be stipulated by the Laws, Statutes, Placarts, or Customs of the Country, or the Place. N^o. 328.

CXXI. WITH respect to foreign Parts, it is always understood, that the Freighters and Masters respectively have subjected themselves to the Regulations made and subsisting in those Parts. N^o. 329.

CXXII. WHEN the Agreement of Affreightment, commonly called a Charterparty, is signed, the contracting Parties shall be reciprocally bound, one to another, to observe the Conditions stipulated therein, and in Cafes not mentioned therein, to regulate themselves according to this Ordinance ; or, if the same be silent on that Head, according to the Laws and Customs of the Sea. N^o. 330.

CXXIII. WHEN the Agreement is made with the Owners, such Owners shall be bound for the Performance of the Conditions of the Charterparty by the Master and the Ship's Company, notwithstanding that the Master and Ship's Company are obliged thereunto for the Benefit of the Freighters, although they have not directly bound themselves to the Freighters. N^o. 331.

CXXIV. CONSEQUENTLY the Master is obliged to fit the Ship out for the intended Voyage, and to provide her with every thing necessary. N^o. 332.

CXXV. THE Master shall also take the Loading on board, and stow, or cause the same to be stowed, in a proper Manner, and likewise to take Care of the requisite Dunnage and Bains at the Bottom. N^o. 333.

CXXVI. IN case of any Neglect or Fault in relation to what regards the getting of the Ship ready, as likewise in the loading and stowing of her, the Master, and the Owners for him, shall be obliged to make good the Damage arising from thence, that is to say, each Owner so much as his Part of the Ship is worth, and no more. N^o. 334.

XXVII. I

- N^o. 335. CXXVII. If any Master, at the Request of the Freighters, or any of them, should have overloaded his Ship, such Master and the Owners shall be obliged to make good all the Damage occasioned thereby, and the Goods on board belonging to such Freighter as aforesaid, shall be more particularly bound and attachable for the same, reserving the Right of Redress upon the Master and Owners, and without Prejudice to the Demand which the Sufferer of the Damage has upon the Master and Owners, on each of them for so much as every Owner's Part in the Ship amounts to, as above.
- N^o. 336. CXXVIII. WHEN the Captain has taken the Cargo on board, he shall then be obliged to prosecute his Voyage, as soon as Wind and Tide will permit, without Delay.
- N^o. 337. CXXIX. A Ship lying in this Country, and being restrained by Authority from performing the intended Voyage, as well the Freighters on one Part, as the Owners and Masters on the other Part, shall be discharged from each other.
- N^o. 338. CXXX. WHEN a Ship lying in this Country is freighted to take in its Cargo in foreign Parts, and is prevented from doing of it by high Authority, so that it must return empty, the Freighters shall nevertheless be obliged to pay the full Freight.
- N^o. 339. CXXXI. A Ship that lyes in foreign Parts, and is freighted to take in her Loading either at the same or some other Place abroad, and being obstructed therein by higher Powers, the Freighters shall be obliged to pay half the Hire or Freight.
- N^o. 340. CXXXII. BUT if the Restraint be only in respect to the Goods that were order'd, or the Place they were bound to, and that the Master was at Liberty to take other Goods on board, or to carry the Goods to any other Place, having sufficient Authority so to do; and that consequently the Owners or Masters suffer no Loss thereby; or at least less Loss than half the Freight amounts to, it shall then be left to Arbitration, how much the Freighters are obliged to pay on that Account.
- N^o. 341. CXXXIII. WHEN the Masters have Occasion for any Money across the Seas, whether it be beyond *Dover*, or past the *Sound*, and having no Goods of his Owners on board, or that he cannot dispose

dispose of them at a reasonable Rate, or at least not so much as he has a Call for, they may then take up Money on Bottomree; and if they cannot conveniently do so, they may sell some Goods of the Freighters, always taking particular Care that every thing be done with the least Disadvantage and Charges to the Owners and Freighters.

CXXXIV. PROVIDED the Money taken on Bottomree, or the Sale of Goods, do not amount to above one eighth Part of the Value of Ship and Cargo, unless in Cases of the utmost Necessity. N^o. 342.

CXXXV. ALL Masters acting to the contrary in this respect, shall be liable to make good the Damage to the Owners and Merchants, or even to be arbitrarily corrected or punished, according to the Circumstances of the Case. N^o. 343.

CXXXVI. EVERY Master is further obliged to take Care of, to preserve, and, when there appears any Default, to amend as far as is in his Power, the Ship and the Goods on board, during the whole Voyage, and until the complete unloading thereof. N^o. 344.

CXXXVII. No Sailor or Sailors shall leave a Ship without Reason. N^o. 345.

CXXXVIII. ALL Damages accruing from any unfaithful or negligent Behaviour of the Sailors, or from their leaving of the Ship, they shall be answerable for; and in Case of a Dispute, whether any or how much Damage was occasioned thereby, then the Case is to be decided by the Chamber for maritime Affairs, according to Circumstances. N^o. 346.

CXXXIX. THE Master is to take a Pilot on board at all Places where it is required or customary, and to find him in Board at his or the Owners Expence, but the Pay to come into an Average. N^o. 347.

CXL. WHEN a Master, in order to get to the Place he is bound for, is obliged to lighten his Vessel, he shall observe the most convenient Time, and have a due Regard to the Fitness of the Lighter, and the Capacity of the Lighterman, as much as Time and Opportunity will permit. N^o. 348.

- N^o. 349. CCLI. OR in case of any very remarkable Neglect, he shall be liable to make good the Damage, that may happen to such Goods by putting them into, or taking them out of the Lighter, or in the Passage to the Place, they were bound for.
- N^o. 350. CXLII. BUT if the Goods, on their Delivery into the Lighter, were regularly told over to the Merchant, or his Factor, then the Master shall be discharged from any further Care of them.
- N^o. 351. CXLIII. ONE Third of the Hire of the Lighters shall likewise be bore by the Owners, or Masters, and the remaining two Thirds by the Goods shipped on board.
- N^o. 352. CXLIV. IN all Cases of Importance, whether it be of going under Sail, of cutting away Anchors or Masts, of throwing Goods overboard, or unloading them into Lighters, when the Ship is a-ground, and in Danger of beating to Pieces or perishing, or any other difficult Cases, the Master shall be obliged to consult with the Merchant or his Agent, if they are on board, and especially with the Mate and the Principal of the Ships Company, using in all respects the Practice of Seamen to the best of his Knowledge.
- N^o. 353. CXLV. THE Mate and the rest of the Ship's Company shall be obliged, at the Request of the Freighters or other Persons concerned, to declare upon Oath, what they are acquainted with concerning the Accident to the best of their Knowledge.
- N^o. 354. CXLVI. WHEN a Master finds it necessary to fling any Goods overboard, he shall as near as possible chuse such Goods, as are heaviest of Weight and least in Value; and he shall in such Case not be answerable for any Thing that is concealed in any Casks, Bales, or other Package without his Knowledge, and might be of much greater Value, than they outwardly appeared to be, unless he had timely Notice given him before the flinging it overboard.
- N^o. 355. CXLVII. WHEN a Ship is so much damaged on her Voyage, that she cannot complete the same, but may be repaired in a short Time, the Merchant, if he will not wait for it,

it, may take the Goods from on board into his own Possession upon paying the Master a Part of the Freight, consistent with Reason.

CXLVIII. BUT if a Ship cannot be repaired, or at least N^o. 356.
not in any reasonable Time, then the Master shall be obliged to put the Goods on board of another Vessel at his own Expence, and carry them to the Place they were designed for.

CXLIX. WHEN the Goods are put on board of the Ship N^o. 357.
again after it is repaired, or on board of any other Ship or Vessels, the Charges of Repair, or the putting on board and carrying the Goods in other Ships or Vessels, shall be bore by the Masters or Owners; and the Freighters, shall be obliged to pay the full Freight, unless any Thing to the contrary has been agreed upon.

CL. WHEN a Ship happens to be cast away, the Master, and N^o. 358.
the Ship's Company shall use their utmost Endeavours to save and preserve the Goods.

CLI. AND the Master shall be obliged to pay to the Crew N^o. 359.
their Wages, for the Goods saved, with reasonable Salvage.

CLII. IF any of the Ship's Crew do conceal or embezzle any N^o. 360.
Goods in Case of a Shipwreck, they shall be punished with Death.

CLIII. WHEN by Storm, or some other Accident, any N^o. 361.
Goods get loose, become wet, or are otherwise damaged, the Master may, and is bound to get them repaired as well as possible, and to give some extraordinary Wages for that Purpose, at the Expence of the Proprietor, according to the Circumstances of the Case.

CLIV. AND the Ship's Crew shall, at the Request of the N^o. 362.
Freighters, be obliged to declare upon Oath, what they know of the Nature of the Damage, the Occasion thereof, of the Labour required in repairing the same, and whatever else has any Relation thereunto.

CLV. WHEN the Goods are arrived at the intended Place, the N^o. 363.
Merchant is obliged to pay the Freight likewise of what happens
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pens to be damaged or diminished without any Fault of the Master or Ship's Crew, as also for what has been sold for the Preservation of Ship and Cargo.

N^o. 364. CLVI. PROVIDED that the Master, within the Term of fourteen Days after his Arrival, shall be obliged to pay for them to the Merchant, whom the Goods sold did belong to, at such a Price, as they would have fetched at the Market, for which they were intended on a Medium between the highest and the lowest.

N^o. 365. CLVII. THE Masters and Owners, with which a Contract is made, shall have a Right to detain all the Goods, shipped on board for the same Merchant, for the Freight, as likewise for the Charges which the Merchant is liable to on Account of those Goods.

N^o. 366. CLVIII. PROVIDED always, that the Master shall cause the Goods, shipped on board and brought to the intended Place, to be unloaded, and to take care that they may not be diminished or spoiled: and in Case of any Fraud or Neglect, he shall be obliged to make the same good again.

N^o. 367. CLIX. WHEN the Master has sold any Goods through Necessity, he shall be free from any further Demand, if he relinquishes the Ship.

Concerning the Freighters among themselves.

N^o. 368. CLX. WITH respect to the Obligation to an Average, altho' not expressly mentioned, Reference shall be had to what here before has been said on the Subject of Averages in the LXXXth and some subsequent Articles.

Between Owners and Masters.

N^o. 369. CLXI. As the Master is at the same Time a Servant of the Owners, as Proprietors of the Ship, as well as of the Freighters, he is hereby referred, with Regard to his Duty in Respect of Frugality, Carefulness, and Navigation, as well on the outward and homeward bound Voyage, as likewise in foreign Parts, to what has been mentioned above in the
cxxth

cxxth Article &c. concerning the Law between Owners and Masters on the one Part and the Freighters on the other Part.

CLXII. AND in general a Master is bound to make Satisfaction to the Owners for any Damage, that has happened to the Ship through his ill Conduct or apparent Neglect, as likewise to the Freighters with Respect to the Goods shipped on board of his Ship and entrusted to him, more particularly when the Ship and Goods are bound for the Repairs of the Damages sustained through his Misconduct. N°. 370.

CLXIII. THE Master is likewise obliged to follow the Orders and Instructions given him by his Owners. N°. 371.

CLXIV. PROVIDED nevertheless, that being in Want of Money in a foreign Country, he may, according to the Circumstances of the Case, sell the Goods of the Owners, and take Money on Bottomree : which Subject of the Obligation between the Owners and Freighters has been treated more at large in the cxxxiiith Article. N°. 372.

CLXV. HOWEVER he may not sell the Ship without the Consent of the Owners. N°. 373.

CLXVI. THE Master, nor any of the Ship's Company, may take any Goods on board, that are prohibited to be imported at the Place which they are bound to, without express Consent of the Owners, on Penalty of corporal Punishment, even tho' they were not seized on that Account, and without derogating from the Obligation of making good the Damages occasioned by Attachment, Retardment, or any other Shape. N°. 374.

CLXVII. THE Owners shall not be answerable for any Act of the Master, done without their Order, any further than their Part of the Ship amounts to. N°. 375.

CLXVIII. WHEN the Voyage is finished, the Master is to give a regular Account, with the requisite Receipts and Vouchers, within fourteen Days Time, unless a longer Time should be required for particular Reasons, whereof the Chamber for maritime Affairs shall be the Judges, as Occasion offers. N°. 376.

N^o. 377. CLXIX. So, on the other hand, the Owners shall be obliged to receive and settle the Accounts, and to satisfy the Master and Ship's Crew.

N^o. 378. CLXX. THE Masters are however bound no further than their Parts of the Ship, or for so much as they may be further engaged in the Outset.

Among the Owners themselves.

N^o. 379. CLXXI. THE Owners that have together the Property of above the Half Part of the Ship, may sell the same for the general Account.

N^o. 380. CLXXII. WHEN the Owners do not agree in Opinion concerning the freighting of a Ship, or the Conditions thereof, the Majority of them, that are possessed of above Half of the Ship, shall have Power to let the Ship out on Freight: And all the Ships Parts of the Owners in general shall be bound thereby: and those Owners that have thus let the Ship out on Freight, shall have Liberty to raise the Money required for the Expences of the Outset, either by borrowing Money on Bottomree, or disbursing the same for the Shares of such of the Owners as shall appear to be unwilling to contribute thereunto, after due Notice has been given them.

N^o. 381. CLXXIII. IN like Manner the Master, being a Part Owner, upon any Disagreement among the Owners concerning the accepting of a Freight, may, with the Consent of those Owners that agree thereunto, and are possessed of above one Moiety of the Ship, let the same either for Employment or Hire; by which the several Ship's Parts in general shall likewise be bound.

Of the Duty of Masters, Commanders, and Sailors.

N^o. 382. CLXXIV. WHEN any Masters or Commanders have hired an Officer or Sailor for the Service of a Ship within this City, they shall be obliged to have the Name of such Officer or Sailor, with the Conditions of the Agreement, entered with the Water Bailiff within four Times four and twenty Hours, under the Forfeiture of Six Gilders for every Officer or Sailor that shall be

be concealed, or neglected to be registred within that Time, to be applied one Third to the Use of the Informer, and the other two Thirds to the Benefit of the Water Bailiff.

CLXXV. The Water-Bailiff shall register them in a Book to N^o. 383.
be kept for that Purpose, and to have two Stivers for each Officer or Sailor.

CLXXVI. THE Water-Bailiff shall also be obliged to muster N^o. 384.
the Ship's Company, when required to do so, and then to have Six Stivers for every Officer or Sailor.

CLXXVII. THE Water-Bailiff shall further be obliged, N^o. 385.
when he has received the two Stivers for registering, or the Six Stivers for mustering, to compel those, that are not willing, to go aboard of the Ship, without demanding any Thing for it.

CLXXVIII. WHOEVER has hired himself as an Officer or Sailor, shall not break the Agreement without lawful Reasons.

CLXXIX. IT shall not be deemed a lawful Reason, when N^o. 387.
the Owners change the Masters, Commander or Mate; neither the getting a Ship of his own, marrying, nor any other Act of the Master or Sailors.

CLXXX. BUT if a Master sells his Ship, the new Master N^o. 388.
and Sailors shall not be obligated to each other; without Prejudice to their Pretensions on the former Master for an Indemnification of Damages.

CLXXXI. THE Chamber for maritime Affairs are to be the N^o. 389.
Judges of the Lawfulness of the Reasons.

CLXXXII. WHEN the Reasons are not deemed sufficient, N^o. 390.
he that has hired himself, shall pay exactly the full Wages.

CLXXXIII. WHOEVER hires himself for a second Time, N^o. 391.
let it be for what Reason it will, shall forfeit Eight Guilders; or if it is an Officer, Twelve Guilders; and shall nevertheless remain bound to the first Master or Commander.

A Master that hires a Person, knowing him to be engaged N^o. 392.
with another, shall forfeit Fifty Guilders.

CLXXXIV.

- N^o. 393. CLXXXIV. ON the other Hand, the Masters or Commanders may not give Warning without such lawful Reasons, as shall be allowed of by the maritime Chamber, otherwise he shall be obliged to pay a Quarter Part of the Wages, if the Bargain was made for the Voyage, or else a Month's Pay, over and above what they have already earned in either Case.
- N^o. 394. CLXXXV. AND this shall also take Place, when the Master or Commander, by Reason of some unforeseen Accident, thinks fit to stop the Voyage.
- N^o. 395. CLXXXVI. ALL Persons hired for the Service of a Ship, shall come on board within twenty-four Hours, if the Master requires it, either to take in Ballast, to load, or to make the Ship ready for sailing.
AND he that does not come on board of the Ship within that Time, shall forfeit Five Guilders, or Ten Guilders, if it be an Officer.
- N^o. 396. CLXXXVII. THE Master shall, besides, be discharged from the Engagement on his Part, and may hire another in the Room; but the Officer or Sailor, that was hired, is to remain with the Master, if he requires it.
- N^o. 397. CLXXXVIII. WHEN the Seamen are come on board of the Ship, they must not go on Shore again, much less lye there, without Consent of the Master, Commander, or him who has the Command in his Absence.
- N^o. 398. CLXXXIX. THE Ship being ready fitted, the Crew is to receive half the Wages or a Month's Pay, provided they have beforehand brought their Chest or Hammock on board, or given Security for the same: And, when it is required, they must permit their Chest or Hammock to be searched.
- N^o. 399. CXC. AND further, every one, as well Officers as Mariners, shall come on board again, in order for sailing, at the Time that shall be appointed, under the Penalty of forfeiting half their Wages, if hired for the Voyage; or else a Month's Pay, and to return, what has been received, besides.

CXCI. OR if any Mariner shall run away with the Money received, he shall forfeit Ten Guilders over and above such Money; and an Officer, Fifteen Guilders. N^o. 400.

CXCII. WHOEVER comes drunk on board, in order for failing, shall forfeit Ten Guilders, notwithstanding his Obligation of making good all Damages occasioned by his Drunkenness. N^o. 401.

CXCIII. ALL Persons that are come on board, in order to sail in the Service of the Ship, whether it be as Master, Commander, Officer, or Sailor, shall be free from any Arrest of their Persons, Ships Apparel, and Neccessaries. N^o. 402.

CXCIV. No Body is to hire himself in the Capacity of a Mate to a Place, where he never was before, without making it known, under the Forfeiture of the whole Wages agreed for, besides making good the Damage. And in Case he shall have affirmed contrary to the Truth in the Presence of the Water Bailiff, when questioned about it, and not being able to make good the Damage, he shall be corporally punished. N^o. 403.

CXCV. THE same Rule shall also be observed with Respect to the other Officers and Mariners, when they are found to be unskilful in that they pretended to be experienced in, or for the Voyage. N^o. 404.

CXCVI. WHEN a Master, being in foreign Parts, alters his Voyage, or undertakes a further Voyage, with which the Mate is unacquainted, he shall be obliged to declare the Truth, whether he is acquainted with it or not, under Penalty of being whipped, if he pretend to be acquainted therewith, and shall afterwards, during the Voyage, be discovered not to have a due Knowledge thereof. N^o. 405.

CXCVII. THE Mate being unacquainted with the Voyage, and declaring himself to be so, shall nevertheless be obliged to remain with the Ship, if the Master requires it: In Consideration whereof he shall be entitled to full Mate's Pay, encreased in Proportion to the Voyage. N^o. 406.

CXCVIII. IF the Master should be willing to give the Mate his Discharge, but the Mate should not be content with it, the Master N^o. 407.

Master shall be obliged to allow him a first Mate's Pay during the Voyage that has been thus altered.

N^o. 408. CXCI. ALL which shall take Place and be observed as well in the outward-bound, as the homeward-bound Voyage.

N^o. 409. CC. THE Ship being departed from this City, nobody is to go from on board, either in this or any other Country, much less to stay on shore all Night, without exprefs Leave from the Person commanding the Ship, under the Forfeiture of Six Guilders for the Use of the Master and Owners.

N^o. 410. CCI. IF any body leaves a Ship entirely in a foreign Country, he shall forfeit not only what he has received, and what was due to him, but Ten Guilders besides, or if it be an Officer, Fifteen Guilders, likewise to the Use of the Master and Owners.

And in Case the Voyage should be retarded by that Means, he shall be punished more severely, even with Death, as the Exigency of Circumstances may require, without any Prejudice to the Demands of the Owners, Freighters, or others concerned, for Satisfaction of Damages sustained.

N^o. 411. CCII. ALL Officers and Sailors, without any Distinction whether they were hired by the Voyage, or by the Month, shall be obliged to remain with the Ship, and to obey the Master, notwithstanding any unexpected Alteration that might happen: and more particularly,

N^o. 412. CCIII. NOTWITHSTANDING the Ship should be arrested by Superior Authority either in these or foreign Countries.

N^o. 413. CCIV. OR the intended Voyage should be shortened, or prolonged.

N^o. 414. CCV. OR whether they steered their Course from one Place to another, forwards and backwards.

N^o. 415. CCVI. WITHOUT Distinction also, whether they went with or without Convoy or Company.

N^o. 416. CCVII. As likewise if they were ordered to unload, load, and reload, without the Bounds of the Voyage undertaken.

CCVIII.

CCVIII. THE same shall be observed also, altho' the Master should be deserted, or otherwise prevented by his Owners, and another Master appointed. N^o. 417.

CCIX. BUT if the Master should have made over his Ship to another before the Voyage, the new Master and the Ship's Crew shall not be bound to each other; and the Mariners shall besides be entitled to demand Satisfaction from the old Master, for the Prejudice they may have suffered. N^o. 418.

CCX. HOWEVER the Officers and Sailors cannot be forced to navigate to Places, that are unfree. N^o. 419.

CCXI. LIKEWISE in case the Master should, either during the Loading, or afterwards, unload any Goods again, and take in others in the Room of them, either before the City, or any where else in this or foreign Countries, it is the Business of the Officers and Sailors to be employed in it. N^o. 420.

CCXII. IN all the cases just mentioned the Forfeiture shall be a quarter Part of the Wages, or one Month's Pay; besides which there shall be deducted out of the Wages, the Money that may have been paid to others, for the Labour which they did in the Room of the Unwilling. N^o. 421.

CCXIII. So on the other Hand, those that are found willing, shall, when the Voyage is completed, be rewarded at Discretion, and if any Dispute arise, the same shall be decided by the Maritime Chamber. Provided always, that to those who were hired for a certain Season, or for a limited Time, no Augmentation of Wages shall be allowed during such Season or Time agreed upon. N^o. 422.

CCXIV. FURTHER, the full Wages of the Ship's Company shall always be deemed to be earned, whether one or more complete Voyages have been made in foreign Parts, even tho' the Ship should afterwards happen to be lost. N^o. 423.

And the Master shall be obliged to pay every Time to his People, if they require it, at least the half: But by this, or the making of complete Voyages, is not to be understood when the Master touches at sundry Ports, and takes in or discharges some Goods.

- N^o. 424. CCXV. WHEN any Dispute arises, they shall not go to Law in foreign Parts, nor give one another any Trouble, on Forfeiture of what Wages or Monthly Pay shall remain unpaid; but so much as is out of Dispute shall be paid, and the Remainder in Question be decided here on the Spot.
- N^o. 425. CCXVI. IF a Ship happens to be lost, or becomes innavigable, whether in these, or in foreign Parts, the Ship's Company is not to depart without Consent of the Master, or of the Person commanding the Ship.
- N^o. 426. CCXVII. BUT they shall use their utmost Endeavours to preserve, save, and put into safe Custody the Ship, its Materials, and Cargo, as far as is possible.
- N^o. 427. CCXVIII. PROVIDED always, that they shall be allowed reasonable Salvage of the Merchants Goods.
- N^o. 428. CCXIX. AND for what remains of the Wages, they may take their Redress upon the Materials saved out of the Ship, and upon the Freight agreed for.
- N^o. 429. CCXX. HE that runs away without Consent, or is negligent in the Preservation, Salvage, and depositing in Security the Ship and Cargo, shall forfeit Ten Guilders; or, if it be an Officer, Fifteen Guilders, over and above the half of the Wages or Monthly Pay, which he may have in Arrear, and shall nevertheless be obliged to make Satisfaction for the Loss or Damage, that may have been occasioned by his running away, Disobedience, or Negligence.
- N^o. 430. CCXXI. ALL Persons, that have hired themselves for the Service of a Ship, shall faithfully and gallantly defend the Ship and Cargo against all and every Enemy whatsoever: in doing whereof he is to observe the Orders of the Master or Commander, on Pain of being punished even with Death, as the Circumstances of the Case shall require.
- N^o. 431. CCXXII. AND those that happen to be wounded, maimed, or to lose a Limb or Limbs in the Defence of Ship and Cargo, shall be cured and healed, and shall likewise have Satisfaction made them for being maimed, the Loss of a Limb or Limbs, at
Discre-

Discretion; but, in case of Dispute, the same shall be decided by the Chamber for maritime Affairs.

CCXXIII. ALL which shall be brought into a general Average upon Ship and Goods. N^o. 432.

CCXXIV. If any one, being neither drunk nor incapable, shall happen to be wounded, maimed, or lose a Limb or Limbs, in the Service of the Ship, he shall be cured, healed, and satisfied at the sole Expence of the Owners only. N^o. 433.

CCXXV. WHEN Sailors that have been hired by the Voyage, are discharged in foreign Parts, and do not meet with another Birth there, they shall be paid half the Wages for the homeward Voyage, besides Travelling Expences of coming hither: But if they are hired by the Month, they must, in Case of a Discharge in foreign Parts, content themselves with one Month's Pay, over and above what they have earned. N^o. 434.

CCXXVI. THE Ship being returned hither, the Master shall satisfy his Ship's Company within four Times four-and-twenty Hours after the Ship is unloaded, or he has discharged them. N^o. 435.

CCXXVII. IN case of Delay, the Master is to pay for every Day to an Officer Three Gilders, and to a Sailor Two Gilders Ten Stivers. N^o. 436.

CCXXVIII. BUT in case the Master should apprehend he hath weighty and lawful Reasons for desiring some further Delay, but cannot agree with his Mariners about it, then he shall be permitted to lay his Reasons before the Commissioners, who shall determine thereupon, according to the Circumstances of the Case, as they shall find to be most consistent with Justice and Equity. N^o. 437.

CCXXIX. THE Sailors that are hired by the Month, shall be obliged, if the Master or Owners require it, to help to unload the Ship; in Consideration whereof their Monthly Pay is to go on during that Time. N^o. 438.

CCXXX. THE Seamen, immediately after the Unloading, shall be obliged to clean the Ship, as she lyes in the Water, to unrig her, bring her to her Moorings, and fasten her, every thing to the Content of the Master. N^o. 439.

- N^o. 440. CCXXXI. THE Unloading must be completed within fourteen working Days after Arrival; or if it be longer retarded, the Sailors shall be satisfied for it discretionally; and in case of any Dispute, the same shall be referred to the Decision of the Chamber for maritime Affairs.
- N^o. 441. CCXXXII. AND if the Delay was occasioned by the Merchant, he shall be obliged to pay for the Days of Demurrage, to the Captain, and to make him Satisfaction, besides, for what he has been forced to allow to the Sailors on that Score, with all further Damages and Interests, by the Direction of the same Chamber.
- N^o. 442. CCXXXIII. THE Masters and Commanders shall observe the Orders and Instructions given to them, to the best of their Power, and pursue always the due Rules of Navigation: and in general the Masters, Commanders, and Sailors, shall serve the Owners and Freighters truly and faithfully.
- N^o. 443. CCXXXIV. IN case any Damage should befall or happen to the Ship or Cargo by their Means, by their Reluctance to obey Orders, or by their Negligence of any other Kind soever, those that have been the Occasion of such Damage happening, shall be obliged to make Satisfaction for the same.
- N^o. 444. CCXXXV. As to what relates to the stealing or embezzling of any Merchandize, Ship's Materials, or Goods, by any Servants of the Ship, Reference is here had to the Proclamation, published by Way of Warning on the Fifth of May Seventeen Hundred and Fourteen; setting forth, That in the Placarts issued out in this Country against stealing, a Distinction is made betwixt simple Robberies, which are to be punished, even with Death itself. Those ranked under complex Robberies, are such as are attended with breaking open of Warehouses, Ships, or Lighters, as likewise some Robberies, against which no Precaution can be taken: And among the complex Robberies are further in general comprehended, all those that are attended with such Circumstances, as make the Fact more heinous: Consequently all those that shall be guilty as aforesaid of stealing any Merchandize out of a laden Ship, whether she be bound to Sea, or an inland Vessel, especially if they are entrusted with the Goods, or belong to the Service of such laden Ships, likewise those

those that have been any ways assisting in it, or been Partakers thereof, either by buying of the stolen Goods, or in any other Shape, when they fall into the Hands of Justice, shall be punished as guilty of complex Robbery, to the utmost Rigour of the Law, without Favour or Affection.

CCXXXVI. AND as well the Captain or Master, as the Ship's Company, and all Persons that were on board, shall be obliged, at the Request of the Freighters, Assurers, and others concerned, to declare upon Oath what they know relating to it, whether it was their own doing, or the doing of any Body else that was with them on board of the Ship, without concealing any Thing in relation thereunto. N^o. 445.

CCXXXVII. No Body, whether it be Master or Commander, shall dare to take on board, without express Consent of the Owners, any Goods prohibited to be imported at the Place for which the Voyage is intended, and consequently esteemed contraband, under the Penalty of being corporally punished, although no Seizure was made on that Account, and without Derogation from the Obligation he is under to make Satisfaction for the Damage that might have been occasioned by Seizure, Confiscation, Stoppage of the Voyage, or otherwise. N^o. 446.

CCXXXVIII. THE Masters shall be obliged to make all their Ship's Company, properly and in due Time, acquainted, every Voyage, with the Contents of the three foregoing Articles, relating to Robberies, and the taking in of prohibited or contraband Goods, either by reading the said Articles to them distinctly, or by fixing them up against the Mast, under the Forfeiture of six Guilders. N^o. 447.

CCXXXIX. ALL those that have entered into the Service of a Ship, in what Shape soever, must take a particular Care not to treat the Master, Commander, or Officers ill, nor to be troublesome one to another, under the Penalty of six Guilders, or of ten Guilders, if it was against the Master, Commander, or any Officer. N^o. 448.

CCXL. If they should come actually to Blows, drawing of Knives, wounding, or any other Acts of Violence, they shall be subject to the Pains and Penalties ordained to be inflicted by the Ordinance N^o. 449.

Ordinance of this City against Fighting, and drawing of Knives.

- N^o. 450. CCXLI. **AND** the Master, Commander, and other Officers, shall be obliged to deliver all those up to the Water-Bailif of this City, that are guilty of drawing Knives, wounding, or greater Acts of Violence and Crimes, in order when he has them in his Custody, that they may be surrendered into the Hands of the proper Officers, to be dealt with according to Law by the Sheriffs of this City.
- N^o. 451. CCXLII. **IF** the Master, Commander, or any other of the Officers, is neglectful in this Respect, the Master or Commander is to forfeit thirty Gilders, and the other Officers fifteen Gilders each of them.
- N^o. 452. CCXLIII. **ALL** which Pains and Penalties they shall continue liable to during the whole Time they continue in the Service of the Ship, without Distinction whether it was on board of the Ship, or not, or whether here at home, or in foreign Parts.
- N^o. 453. CCXLIV. **ON** the other Hand, the Master is obliged to treat his People in a proper and becoming Manner, to give them Victuals three Times a Day, with proportionable Liquor, fit to drink.
- N^o. 454. CCXLV. **HE** is to avoid all Sort of Passion in his Commands, and when he inflicts any Punishment, to proportion the same according to the Disobedience, Crime, or Necessity, for a Terror to others.
- N^o. 455. CCXLVI. **THE** Master is to take Care of the Sick, and especially of those that got their Illness in the Service of the Ship, as much as Opportunity will permit, and to let them have their full Pay.
- N^o. 456. CCXLVII. **THE** Master shall however not be obliged to keep in his Service those that have rendered themselves incapable by drinking, fighting, or any Sort of Debauchery.
- N^o. 457. CCXLVIII. **IF** any one of the Ship's Company happens to die a natural Death, or in the Service of the Ship, his Heirs shall be entitled

entitled to his full Wages, if it happened on the outward-bound Voyage, deducting out of them reasonable Expences of the Burial.

Of Bottomree.

CCXLIX. WHEN, and how far, a Master has Power to charge a Ship with Bottomree, has been mentioned before, in the cxxxiii^d Article, treating of the Obligation between the Freighters and Owners, to which Reference is here had. N^o. 458.

CCL. CREDITORS that have lent Money on Bottomree, shall be preferred before all other Bond Creditors, excepting the Ship-Builders, who are to be preferred to the Bottomree Bonds. N^o. 459.

CCLI. AMONG those that have lent Money on Bottomree, the younger is to be preferred to the elder. N^o. 460.

Of Ships joining into Squadrons.

CCLII. THOSE that have entered into an Agreement of a joint Squadron, shall be obliged to assist each other courageously, as is becoming true Warriors. N^o. 461.

CCLIII. ALL those that are wanting to do their Duty in this Respect, shall be obliged to make Satisfaction for the Damage occasioned by their wanting to do their Duty. N^o. 462.

And shall besides lose their Title of having Amends made to them for what Damage they have suffered from Enemies or Pirates. N^o. 463.

CCLIV. THEY shall likewise observe all the Conditions stipulated in their Conjunction, as far as they are not contrary to Law. N^o. 464.

Of Ships doing Damage to each other.

CCLV. WHEN two Ships, being both under Sail, run foul one of another, without being able to keep clear, and by that Means one or the other is sunk to the Bottom, or one or both of the Ships and Cargoes are damaged, such Damage is to be equally bore by the two Ships and Cargoes, each the one half, without Distinction whether it was in stormy or fine Weather, by Day or by Night, and to be reckoned as is customary in general Averages, N^o. 465.

rages, for which the Ship and Goods are to be liable; but the Owners and Masters not to be answerable any further.

- N^o. 466. CCLVI. IF the Accident, either on one Side or the other, happened by Design, or any remarkable Fault, he that is guilty thereof shall bear the whole Loss.
- Provided always that the Owners shall be no further answerable for the Faults of their Masters, than their Ships Parts.
- N^o. 467. CCLVII. WHEN a Ship lying fast at Anchor drives without the Fault of the Master, and by that Means another Ship lying at her Moorings receives any Damage, the Damage which the Ship lying fast suffers, shall be bore half by the other Ship that was driving; but the Ship lying fast shall not be liable to any Part of the Damage of the driving Ship, even if it was occasioned by keeping of her clear.
- N^o. 468. CCLVIII. THE same shall be also observed, notwithstanding that the Master of the Ship lying fast would not let go his Cables, when he was called to by the Master of the driving Vessel; if by so doing, he would have put his Ship into any Hazard, in Case of Storm, or otherwise.
- N^o. 469. CCLIX. A SHIP under Sail, running foul of another that lyes fast at her Moorings, without the Fault of the Master, and damages the same, the sailing Ship shall be obliged to bear half the Damage which the said Ship and Cargo that was fast may have suffered.
- N^o. 470. CCLX. THE Master of the sailing Vessel shall however be obliged, at the Request of the Sufferer, to make his Innocence appear, by his own and his Ship's Company's Oaths, he shall otherwise be answerable for the whole Damage.
- N^o. 471. CCLXI. HE that received the Damage shall likewise be admitted to prove the Guilt of the sailing Ship, before the Oath is administered, either at the Plaintiff's Desire, or upon the Judge's Decree, when the Parties have been heard.
- N^o. 472. CCLXII. IF he that received the Damage could have avoided it, he shall bear his own Loss, as it happened by his own, or his own Master's Fault, without having any Demand for the same upon the sailing Vessel.

CCLXIII. ANY

CCLXIII. ANY Master casting Anchor shall have a Buoy to the same, and be liable to make good any Damage occasioned for Want thereof. N^o. 473.

Provided however, that if it happened without the Master's Fault, he shall be answerable for half the Damage only.

CCLXIV. AND concerning this an Oath is to be taken, in the same Manner as in the Case when a sailing Ship damages one that lyes fast. N^o. 474.

CCLXV. WHEN two Ships lye so close together that Danger is to be apprehended from it, and that the one lyes dry, or can otherwise not give Way, then the Master of the Vessel that cannot be moved, may desire the Master of the other Ship to weigh his Anchor, and to make Room. N^o. 475.

And in case, on this Request, and the complying with it, any Damage happens to the Ship or Cargo that gives Way, a reasonable Satisfaction shall be made for the same.

CCLXVI. IF the Master of the Ship that could give Way refuses to do it, when required by the Master of the Ship that lyes on dry Ground, or hinders him in the doing of it, he shall be liable to make Amends for the Damage that may ensue from it. N^o. 476.

CCXLVII. IN all these Cases, and in the Calculation of the Damages, shall be considered the Repairs, the spoiling, and the perishing; but no Regard is to be had to any Valuation after it happened. N^o. 477.

CCXLVIII. IN all these Cases the Owners shall not be liable for any more than their Ship's Parts, nor shall the Master be any further answerable, in Case of any unfortunate Accident that happens without his Fault, if he be a Part Owner. N^o. 478.

Of the Securities of the Ship-Carpenters, &c.

CCLXIX. THE Ship-Carpenters, Ship-Chandlers, and others that have worked at the Ships, or have delivered any Necessaries, Materials, or Rigging, for the Use of them, shall retain their Right of Security upon the Ship no longer than two Years after the Work is performed, or the Goods delivered. N^o. 479.

Ordinances of Rotterdam

Always provided, that those who have sued the Owners or Masters at Law, within that Time, and proceeded regularly therein, shall not lose their Right by the Cause being delayed.

Orders of the Chamber.

N^o. 480. CCLXX. THE Commissioners shall meet ordinarily twice a Week, *vis.* on *Wednesdays* and *Saturdays*, at Ten o'Clock in the Forenoon.

They shall besides have extraordinary Meetings when it is requested by any of the Parties, who shall in such Case be obliged to pay three Guilders for the Use of the Commissioners, and two Guilders for the Messenger, besides the usual Fee to the Secretary.

N^o. 481. CCLXXI. THERE must be at least three of the Commissioners present, in order to give Judgment.

N^o. 482. CCLXXII. THEY shall not refer any Causes brought before them to the Arbitration of others not belonging to the Chamber.

The Manner of Proceeding.

N^o. 483. CCLXXIII. ALL Cases that properly come before this Chamber, shall be treated in a summary Way, whether it be upon presumptive Circumstances, or upon the main Question.

N^o. 484. CCLXXIV. IN all Cases, not only of Assurances and Averages, but of all others that properly come before this Chamber, Proceedings upon presumptive Circumstances may be allowed for the future, without Limitation.

N^o. 485. CCLXXV. THE Summons from this Chamber must be given at least one Day before.

N^o. 486. CCLXXVI. A Bill containing the Reasons of the Citation shall be left with the Person that is summoned, or at his House.

N^o. 487. CCLXXVII. IF the Person that is summoned does not appear, he shall forfeit three Stivers for the Use of the Poor.

N^o. 488. CCLXXVIII. AND for the first Time shall be granted the first Default.

For

For the second Time the second Default, with the Liberty of securing his Person. If the Person summoned does not appear on the third Summons, the third Default shall be granted, and by Virtue thereof a Sentence upon the principal Matter in Debate; nor shall a fourth Default be allowed *ex superabundanti*, unless the Proceedings were in regard to the Intention, or against Persons dwelling without this City.

CCLXXIX. THE contending Parties shall be obliged to appear personally, and not to employ any other to plead their Cause, unless an unavoidable Absence, or other lawful Reason, prevent it. N^o. 489.

CCLXXX. No Pleadings of any Advocate, Lawyer, Notary, or any other Person practising the Law, shall be allowed in any Case whatsoever. N^o. 490.

Provided always, that the Ship's Brokers, the Brokers that get the Policies of Assurance upon Ship or Goods signed, or the Messengers of the Convoy, shall in this Respect not be looked upon as Practitioners, and consequently may be admitted to be made use of.

CCLXXXI. IN all Cases depending before this Chamber, or wherein by Citations or Summons a Beginning of Proceeding has been made before the said Chamber, the Witnesses shall be put to their Oaths before the Chamber, after Notice has been given to the Parties concerned, that they may be present. N^o. 491.

CCLXXXII. WHOEVER has whipped a Stranger severely, being summoned on that Account before the Chamber, he shall be obliged to be at all the Expences that are required to carry the Person whipped, by the Water-Bailiff, or other Officers of Justice, before the Chamber, as often as it shall be judged necessary; which Expences shall be taxed by the Chamber in Proportion to the Quality of the Person whipped, and the Circumstances. N^o. 492.

CCLXXXIII. WHEN any Damage is to be valued, the Commissioners may appoint such Persons as are experienced in such Affairs; but before they make the Valuation, they must either have heard the Parties concerned, or give them an Opportunity to shew such Reasons as they shall judge proper for their Defence; or at least give due Notice to the Persons concerned. N^o. 493.

- N^o. 494. CCLXXXIV. No Goods or Merchandize that are configned to any Factors or Commissioners, upon which the Return of Premium or Satisfaction of Damage is demanded, by Virtue of any Assurance made, or by Way of Average, shall be sent forward by those Factors, untill they are valued in Manner as afore-said.
- N^o. 495. CCLXXXV. ALL Memorandums, Summonses, and Decrees, as well as other Regulations and Sentences, shall be regularly entered in a Book to be kept for that Purpose.
- N^o. 496. CCLXXXVI. THE several Pleadings and Conclusions of the fundry Parties, together with the Decrees and Sentences, shall be settled the same or the next ensuing Session at furthest.
- N^o. 497. CCLXXXVII. THE Secretary shall not give any Extract of the Rolls, till the Affair is quite settled.
- N^o. 498. CCLXXXVIII. ALL Sentences, whether they are definitive, or only so in Part, shall be executed by the Messenger for maritime Affairs.
- N^o. 499. CCLXXXIX. APPEALS to the Sheriffs of this City may be made from the definitive Decrees of this Chamber, except in Cases of Assurance or Average.
- N^o. 500. CCXC. PROVIDED, that no Appeals of Inhibition, but only of Amendment, shall be granted in Cases not amounting to the Sum of One Hundred and Fifty Gilders or upwards.
- N^o. 501. CCXCI. NOTICE of an Appeal, or for the Revision of the Case, must be lodged within eight Days, and be prosecuted within the eight following Days, on Penalty of being non-suited.
Provided that in case of those that are absent, the Day shall be reckoned only from the Time they had Notice of it.
- N^o. 502. CCXCII. WHOEVER lodges an Appeal, shall deposit in the Hands of the Sheriffs five Gilders, which shall be returned to him if the Sentence is altered; but shall be forfeited to the Use of the Poor, if the Sentence is confirmed.

CCXCIII. IN

CCXCIII. IN Cafes of Affurances and Averages, wherein a definitive Sentence has been given, the Party that think themselves aggrieved shall have the Choice to appeal either to the Court of *Holland*, or to the Sheriffs. N^o. 503.

Provided however, that no Appeal shall take Place, unless the Condemnation by the Sentence be for such a Sum as could be appealed for from the Sentences of the Sheriffs.

CCXCIV. WHEN the Appellant requires a Clause of Inhibition, he shall be obliged to give sufficient Security to the Satisfaction of the Chamber for maritime Affairs, for the utmost of what he probably may be condemned in. N^o. 504.

CCXCV. IN Cafes of Affurances and Averages, all Objections or Prosecutions upon Appeals, or Revisions of the Case, to the Court of *Holland*, must be had or made within the same Time as is limited for the Sentences from the Sheriffs. N^o. 505.

CCXCVI. AND the Penalty of an absolute Appeal, or of a Revision by the Court, shall be the same as in Cafes of Appeal from the Sentences of the Sheriffs. N^o. 506.

But to the Sheriffs shall be paid Twelve Gilders for an Appeal, or Six Gilders for a Revision of the Case.

CCXCVII. THE Secretary shall have Three Stivers for entering each Sentence or Decision, and Six Stivers for making an Extract of the same. N^o. 507.

CCXCVIII. THE Messenger is to have Three Stivers for every Summons or Citation that he delivers in the City, or six Stivers if it is upon the Water. N^o. 508.

And in other Respects the said Messenger is to conform himself in the Execution of his Office, to the Instructions of the other Messengers of the City.

CCXCIX. THE Penalties ordered to be levied by this Ordinance, whereof the Judgment appertains to the Chamber for maritime Affairs, and the Execution to the Water-Bailiff, and whereof no other Application has been ordered herein before, shall be disposed of, one Third to the Informer, one Third to the Poor, and the remaining one third Part to the Water-Bailiff. N^o. 509.

Thus decreed the Eight-and-Twentieth of *January*, One Thousand

Ordinances of Rotterdam

Thousand Seven Hundred and Twenty-One, the following Gentlemen being present, Mr. *Johan van der Hoeven*, High Bailiff, Mr. *Marinus Groeninx*, *Jean de Mey*, *Theodore Francis de Mey*, Burgomasters, *Samuel vander Lanen*, Mr. *Isaac van Schinne*, *Hendrik Grimes*, *Leendert van Koopstadt*, *Johan Brandwyk van Bloklandt*, *Pieter Theodore van Herzeele*, *M. Dominicus Roofsmaale*, Sheriffs.

Underneath stood

Witness my Hand,

Jacob van Belle, Secretary.

Publication and Explanation of the Ordinance relating to Assurances, Averages, and other maritime Affairs, the 14th December 1726.

COMPLAINT having been made to the High Bailiff, Burgomasters, and Sheriffs of this City of *Rotterdam*, on Behalf of the Merchants and Owners of Navigation ; that, notwithstanding it has been very prudently ordered in the *CLXXXIXth* *cxcth* and *cxcieth* Articles of the Ordinance concerning Assurances, Averages, and other maritime Affairs, that every Officer and Sailor who is entered into any Ship's Service, and has received half his Wages, or a Month's Pay, shall be obliged and bound to go on board again, in order for sailing, at such Time as they shall have Notice given them; that it happens nevertheless daily that the Officers, as well as Sailors, instead of coming on board at the appointed Time, and doing their Duty on board of the Ship, or obeying the Orders of the Master or Commander, have the Assurance not only to absent themselves, but to desert entirely, and to run away with the half Pay, or the Month's Wages they have received; by which Means the intended Voyages are frequently interrupted, and a good Opportunity of Wind and Weather is lost; consequently such wilful Desertions are prejudicial in the highest Degree to the Trade and Navigation of this City, and directly contrary to the aforesaid Ordinance published the 9th of *October 1721*.

THEREFORE their Noble Worthips, having maturely considered the Case, and weighed the dangerous Consequences arising from it, and being willing to prevent, in the most effectual Manner,

Manner, such frequent Desertions, they have judged it necessary to decree, that, over and above the Penalty fixed in the cxoth Article of the aforesaid Ordinance, each and every Person, whether Officer or Sailor, who shall hereafter be found dilatory to come on board of the Ship at the Time appointed, after he has received the half of his Pay, or a Month's Wages, shall be liable to be apprehended at any Time by the Water-Bailiff, at the Request of any Owner, Master, or Commander, and to be carried on board of the Ship at their Expence; but if the Ship be already departed, then, for the first Time, to be put into Custody under the Town-House, and there be confined for some Weeks upon Bread and Water, according as Circumstances may appear. And the Water-Bailiff is to be made acquainted with the Name of every such Officer, or Sailor, that he may take Notice thereof in a Book; and being discovered to have absented himself, or run away a second Time with his half Pay, he shall then be exemplarily and corporally punished as a Deserter, at least by being publickly whipped, and confined in the Workhouse of this City; and all this over and beside the pecuniary Restitution, and Forfeiture fixed by the said cxoth Article; and all those that have any Way been instrumental in, or advising to such Desertion, shall be liable to the same Punishments as are hereabove ordered to be inflicted on the Transgressors of this Ordinance themselves. And it is further judged convenient, that the Owners, Masters, and Commanders of Ships, shall every Time when they pay half the Wages, or a Month's Pay, read this Explanation to the Ship's Company, that they may regulate themselves accordingly.

Done the 14th of *December* 1726. And published from the Town-House of this City (after the Bell had been rung) the 19th ditto, in the Presence of Messieurs *Theodore Francis, de Mey*, High Bailiff, *M. Marinus Groeninx*, Burgomaster *M. Christian Johan Vrolyk*, Mr. *Arnout Leuw*, Sheriffs.

As Witness my Hand,

Jacob van Belle, Secretary.

*Ordinance of Insurance and Averages of the City
of Amsterdam, of the Year 1744.*

N^o. 511.

WHEREAS the worshipful Gentlemen of the Judicature of the City of *Amsterdam* have experienced that since the Publication of the Statutes or Ordinances of Insurance and Averages, and the Amplifications thereof, many Alterations have from Time to Time happened in Trade; whence fundry Matters and Articles require to be altered, explained, or amended: Therefore the said Gentlemen, after Advice taken concerning Trade, Insurances, and Averages, and on the Information of many eminent Merchants and Underwriters, have thought proper, by Virtue of the Privileges of this City, and of the Letters of Grant, Approbation and Confirmation granted *ex abundanti* by their High Mightinesses to the said City on the 17th of *July* 1612, to confirm, enlarge, and explain the foresaid Ordinances and the Amplifications thereof; and farther to ordain, enact, and institute, as by these Presents is ordained, enacted, and instituted, That in Matters of Insurances and Averages henceforth shall be observed and regarded what here follows.

N^o. 512.

ARTICLE I. FIRST, it is ordered, that all Stipulations, or Conditions inserted in any Policies of Assurance, which are contrary to this Ordinance, shall be deemed void, and of no Value, notwithstanding the contracting Parties should renounce all Benefit from this Ordinance.

This can only mean Policies upon Risks running under the Conduct of People subject to the Jurisdiction of the City of *Amsterdam*. See *Essay*, § 9.

N^o. 513.

II. THE Instrument of Assurance or Policy, is to contain the Name of the Ship, that is to sail or depart from these Countries to other Countries, or Kingdoms, or that is expected to come from any foreign Parts to these or other Countries and Kingdoms; and likewise the Name of the Captain, or Master, that shall have the Command of the Ship, unless the same be not known: In which Cases it must be mentioned in the Policies; and the Name of the Person that gave the Order or Advice must be expressed, together with the Date of the Letter of Advice, in which the Order is given, under the Penalty of being of no Value: and no Return of Premium is to be demanded

manded of such an Assurance, unless the Names of the Shipper, or whomsoever else has the Direction, as likewise the Name of the Parties to whom the Goods go consigned, are expressed in the Policy: and in that same Instrument are likewise to be mentioned the Name of the Place, where the said Ship or Ships are to be loaded, and where they are bound to; likewise under the Penalty, that such an Obligation of Assurance shall be void, and of no Effect, if the Fault proceeds from the Party that is insured; but otherwise the Assured is to seek his Redress from the Person that drew up the Instrument, for so far as the Defect or Fault lyes with him: Provided however, that with Respect to the Place of shipping, it shall only be necessary to express the same in Cases when the Goods are shipped from a different Place, than from where the Risk of the Assurance is to take its Beginning. Further, in making Assurances upon the Hull of Ships, as likewise upon Bottomree Money, either upon Ships or Goods, it shall not be requisite to mention the Places of Loading.

III. It shall also be lawful to make Insurance on Goods and on Ships already departed from the Place of their Lading, provided the Time of their Departure be inserted in the Policy, without adding thereto, *but departing sooner or later shall not prejudice*; which is hereby specially forbidden. In Case the Insured has no farther Knowledge of the Departure by a Letter of Advice, he shall be deemed ignorant thereof; but shall express in the Policy the Place and Date of the Letter of Order or Advice, on Pain of Nullity; and shall moreover be obliged to confirm this his Ignorance upon Oath, in Case of Disasters or Losses; saving to the Underwriters the Liberty of proving the Knowledge of the Insured: and evident Proof thereof appearing, the Insured shall not only have no Action against the Underwriters, but shall also be obliged to pay them a double Premium, over and above the Charges paid by them to come at the said Proofs; and it shall be lawful for the high Sheriff to proceed against such Insureds as against treacherous Persons. N^o. 514.

IV. By Parts circumjacent to the Place from whence the Insurance shall begin, is understood, not only the Place of Lading, but also all the Creeks and Harbours, the Buoys, Bea-

cons, and all such like Marks, in case there be any, which the Ship must pass.

Nº. 516. V. THE Risk of the Underwriters on Goods shall commence from the Time the Goods insured are brought on the Key, or to the Sea Shore, from thence to be conveyed, in Boats, Barks, or Lighters, on board of the Ships that are to transport them; and shall continue till the Ships be arrived at the destined Place, and the Merchandizes insured be unladen on the Key, or Shore. But in case the Insured neglect to unlade the Goods, or think proper to make use of the Ship instead of a Warehouse, then the Risk of the Underwriters shall end Fifteen Days after the Arrival of the Ship, excepting that by lawful Hindrance, or Obstacles, they could not have been unladen in that Space; which, in case of Disasters, or Damages, shall be proved.

And in regard to the Hull or Body of the Ship, the Risk of the Underwriters shall commence when the Master has made a Beginning of Lading of Merchandizes, or has taken in Ballast for the insured Voyage, and end One-and-twenty Days after the Ship shall be arrived at the destined Place, or so much sooner as she shall be intirely unladen. But Insurance being made on the Hull for going and coming, that is for the Voyage out and home, the Risk for the Underwriters shall not cease till the whole insured Voyage be ended.

Nº. 517. VI. THE Insured on the Cargo, may not cause the Master whom he has freighted, to enter, or to make any other Port, nor to alter his Voyage, but according to the Policy: Otherwise the Insurance shall be null, although it had been inserted in the Policy, that he might touch at, and make all Places, any where; but the Master may touch at other Ports than those mentioned in the Policy, when Necessity requires it. And doing otherwise, if it be without Order of the Insured, the Insurance shall nevertheless remain valid; saving to the Underwriters the Right of having Recourse on the Master. But if the Insurance be made for the Owners or Proprietors of the Ship, it shall in such Case be null.

Nº. 518. VII. THE Hull of the Ship, with her Masts, Yards, Bow-sprit, standing and running Rigging, Anchors, Cables, Sails, Guns,

Guns, Ammunition of War, Provisions, and further Appurtenances thereof, nothing excepted, even the Premium of Insurance, and the Monies given in Hand inclusive, may be insured to the full, and as it really cost, as fitted out for Sea; and the Owners or Insured shall have the Liberty to value the Ship with all her Appurtenances in the Policy, for the whole, or each for his Share, but not above the true Value; and if no Valuation is inserted in the Policy, or if the Parties, in case of Loss or Average, disagree about the Value, as also if it was valued above its true Value, then the Commissioners shall make Inquiry, and fix the Valuation, and the Underwriters may bring in their Plea.

VIII. BUT he who causes himself to be insured on the Hull or Body of a Ship built of Fir Wood, shall particularly insert it in the Policy, mentioning that she is built of Fir Wood, on Pain that otherwise the Underwriters shall not be obliged to pay more than the Half of the Loss that might happen. Every thing farther that concerns the Insurance upon the Hull is decreed in the foregoing Article. N^o. 519.

IX. INSURANCE on Goods, Wares, and Merchandizes, Monies, Gold, Silver, Jewels, Pearls, and other precious Stones, going or coming by Land, or over fresh Waters, (whereof hereafter, under N^o. V. a Form of a Policy is found) may be regulated by the Parties in Manner as they amongst them can agree, provided it be not contrary to this Ordinance. Masters may also cause their Vessels to be insured. N^o. 520.

X. BUT under the general Denomination of Goods, Wares, and Merchandizes, shall not be understood to be comprehended Gold, Silver, coined or not coined, Jewels, Pearls, or precious Stones, nor Ammunition of War, and Arms; and therefore, he who causes himself to be insured thereon, shall be obliged to name and express those Wares in the Policy; as also, if they are packed amongst other Goods, to mention it; or otherwise the Insurance shall be held to be of no Validity. N^o. 521.

XI. It shall also be lawful to make Insurance on Ships, Goods, Wares, and Merchandizes, which are sunk, spoiled, robbed, taken, or arrested, even after such Misfortune has happened, N^o. 522.

pened, if no Knowledge thereof is come to the Principal, who causes the same to be insured, at the Time of giving of the last Order, or to him who gives Order for making the Insurance, or to the Correspondent, Broker, or others who have procured the said Insurance, at the Time of making it.

- N^o. 523. XII. But when the Ship or Goods have been so long sunk, robbed, spoiled, taken, or arrested, that the Knowledge thereof could have come to the Person who maketh the Insurance either by Sea, or by Land, reckoning three Miles to two Hours, in such Case the Insurance shall be held of no Value, except the Insured, and also those who procured the Insurance for him, declare upon Oath that they were ignorant of the Damage and Loss at the making of the Insurance.
- N^o. 524. XIII. THE Masters, Pilots, Sailors, warlike People, and all others who navigate the said Ships, shall not cause their Hire, or Wages, to be insured, but their Ransom from Pirates, and the Merchandizes they take along with them, they may insure. No Insurance shall be made on Wagers of Voyages, and other such like Inventions; and no Judgment shall be given on them. Neither shall Insurance be made on the Ship's Hull, or Goods, before the Ship shall lie at the Place from whence one causes himself to be insured, without specially expressing in the Policy, that the Ship was not yet there arrived, on Pain of Nullity.
- N^o. 525. XIV. IN Insurances on the Bodies of Masters, Mariners, and Passengers, against Infidels, and other Pirates, the Underwriters shall be obliged to pay the Sum they have underwritten, as soon as the Bills of Exchange drawn for the Payment of the Ransom, are accepted; or sooner, if it appears that the Person ransomed is arrived on Christian Ground: but with this Proviso, that the full Sum insured for the Ransom be laid out, and, in case the Person was ransomed for less, that the Overplus be returned.
- N^o. 526. XV. THE Freight Money, (besides the ordinary Charges of Averages so called) after Deduction of the Wages of the Crew, and further Charges, which on navigating time must be paid thereout, may be insured for as much as can be

be justly made appear, either by Charter-Party, Manifest, or Bills of Lading, that there will be got or lost: and if a Ship has laden Goods for the proper Account of Owners, and they will insure the Freight, the Freight shall be valued in the Policy; and in Default of that, as by Art. vii. and xxii.

Note, If in Insurance on the Body of the Ship, as permitted by Art. vii. all Consumables, Premium of Insurance, &c. are comprehended, they must be deducted when a Loss of Freight insured is demanded. See *Essay*, § 18.

XVI. HE who causes himself to be insured on Ship, and Lading, with Intention, if taken by the Enemy, to cause the same to be ransomed, or redeemed, shall be obliged to express it distinctly in the Policy, mentioning at what Sum Order is given to the Master, or him who hath the Direction thereof, for the redeeming; in which Case the Underwriters must continue to run the Risk on such ransomed Ships and Goods, till they arrive at the destined Place of Unlading; and moreover be obliged to make good the Sum with the Charges which are paid for the Person who is gone over as Hostage for the Ransom, in the Manner of a gross Average on Ship and Cargo; this serving as a Foundation or Rule, That when the Ship is taken and ransomed before she has accomplished half her Voyage, the Goods shall be reckoned according to the real Cost, all Charges till on board, and the Premium of Insurance, included: and being advanced beyond half the Voyage, then at what they would sell for. And the Ship shall at all Times, be she ransomed before she has made Half the Voyage, or after, be reckoned according to the Valuation made in the Policy. N^o. 527.

Note, By what is set forth in our *Essay* § 56. and in our *Case* xxv. N^o. A. it is clear that if the Ship comes to the Port for which she is designed, the Repartition of the Ransom Money ought to be made on the Value the Goods bore when she arrived, be she taken under or over half way.

XVII. THE imaginary Profit one promises himself on his Interest in a Cargo, must be valued in the Policy, with Explanation which Goods it is expected from: But no Returns of Premium for the same shall be demanded. N^o. 528.

Note,

Note, If a Person intends to insure Profits on Goods he expects, it is better not to make Use of the Expression *imaginary Profits*, but to value what he expects, at certain Prices on board, including the Premium) by Tale, Measure, or Weight. *Essay*, § 25.

Nº. 529. XVIII. INSURANCE against Fire, on Rope-yards, Sugar-houses, Stillhouses, Mills, and other Edifice, Effects, and Utensils, thereto belonging, as well in this Country, as abroad, as also on Houses and Warehouses, shall be permitted to be made by Policy for one Year.

Nº. 530. XIX. Also Insurance shall be permitted to be made on Monies given by the Insured to a Mariner, Master, or other Person navigating on any Voyage, on Bottomry, or Adventure of a Voyage, with the Premium included: provided the Sum of Money which is paid on Bottomry be inserted in the Policy, as also the Premium; otherwise the Capital only shall be understood to be insured.

The Insured shall, in case of Loss, either by the Ship's being cast away, taken, or detained by Friends, or Enemies, and her being missing a Year and Day, not be obliged to produce any other Proof but only of the Misfortune befallen the Ship; and, concerning his Interest, only his Bottomry Bond; provided the Insured, on being paid, make over to the Underwriter all Claim on the Taker on Bottomry, and deliver up to him the Writings thereto belonging.

The Insured shall be obliged to insert in the Policy the Name of him to whom the Money on Bottomry is given, also the Name of the Ship with which the Taker on Bottomry shall navigate, the Name of the Master, as also whither the Ship is bound, on Pain of Nullity.

If during the Voyage the same is altered by the Master, not by Means of the Taker of the Money on Bottomry, the Underwriter shall notwithstanding, in case of Loss, be obliged to pay his Engagement.

But the Money on Bottomry being given to the Master, and the Voyage being altered by Order of his Owners, the Insured shall be obliged, as soon as he receives Knowledge thereof, to give Notice to the Underwriters, and agree with them concerning the altering of the Premium, or leave the said Altering to the

the Arbitration of the Commissioners: otherwise the Underwriters, in case of Loss, are not obliged to make it good, the Insured retaining his Action only against the Master, as Receiver of the Money.

XX. A Master being on his Voyage, and receiving Damage on the Hull, or otherwise, and being obliged, for the repairing and restoring of his Ship, in order to proceed on his Voyage, to negotiate Money on Bottomry on his Ship, the Giver of the Money shall be permitted to cause the Amount of the said Bottomry, with the Premium, to be insured; although it should happen to appear that the Owners, or some of them; had caused the Ship, or his Share in the same, to be insured before or after. N^o. 531.

XXI. INSURANCES made on Goods which at the Place of their Lading, or any where else, are charged to the full with Bottomry, are declared null and of no Value, with Forfeiture of the Premium for the Underwriter, and with the Penalty of arbitrary Correction. But the Taker on Bottomry, in case he ships more Goods than the Capital taken on Bottomry doth amount to, may cause that Overplus, as also for the gross Average, to be insured. The Giver of the Money, or the Holder of the Bottomry Bond, may also insure his Interest to the full, with the Premium thereof, provided that in all the Bills of Lading, or Manifests of the Lading, the Taking and Receiving of the Bottomry Money on the said Goods be particularly inserted; with Mention of the Date, the Place from whence, the Person to whom paid, and for whose Account. This is only to be understood of Money given in this Country, and from the *American Colonies, &c.* to this Country; but the Insurance being made from other Places, the Tenor of the Bottomry Bonds must be observed. N^o. 532.

But in case the Order for the Insurance was previously given by the Lader, or it was already executed, the Taker of the Money shall be obliged to transfer, by Assignment, the Right to the said Policy or Insurance to the Holder of the Bottomry; and in Default thereof the Insured shall not only be deprived of his Demand on Account of the said Policy, but his Premium paid be kept by the Underwriters.

Insurance

Insurance made on Bottomry on Goods is free of all gross Average, and Diminution of Value by their own Waste.

Note, " This Clause can only mean that Insurance made on Monies given in the *Dutch* Dominions, is to be free of gross Average. &c. For the Ordinance says, in the same Artic. that when Insurances are made from other Places, they are to be judged by the Tenor of the Bottomry Contracts. Thus in case Insurances are made at *Amsterdam* upon Money given on Bottomry in *Spain*, the Insurer, notwithstanding that Insurance on Bottomry given at *Amsterdam* is free of Average, is to answer for gross Averages, since the Contracts there so express it. See *Spanish Contracts*, N^o. 132. 133. But if this be doubtful, the Insured ought to make it a Condition in their Policies. And, in our Opinion, it would be better upon the whole for *Amsterdam* to adopt in their own Dominions the Laws of *France* and *Spain* concerning Bottomries, which are more reconcilable to Insurances. *Effroy*, § 21. 22.

N^o. 533. XXII. ALL Goods, Wares, and Merchandizes, none excepted, as also Gold, Silver, Jewels, Pearls, and precious Stones, may be insured to the full, with all Charges till on board, the Premium of Insurance included; and no Valuation in the Policy shall take Place of Goods and Effects, whereof the real Cost or Value can be produced; * but Goods of own Produce, and Fabrick, or those obtained or accepted of by Barter, and other Ways, under or above the current Price, and whereof no proper Invoice, with Justification of Interest, can be produced, may be valued in the Policy with all Charges till on board, and the Premium of Insurance included: on Neglect thereof the Valuation shall be left to the Enquiry and Decision of the Commissioners; and the Insurers may bring in their Plea.

* This seems to be contradictory to Art. XVII.

N^o. 534. XXIII. IF a Person has made Insurance on Goods which he doth not send or lade, or on Goods which are not sent to him, also if less in Value is shipped than he has insured, he may demand back the Premium of Insurance of what is over-insured, leaving one Half *per Cent* to the Insurer: but if the Goods are already laden from the Key or Shore, in Barks, Wherries, or Lighters, to be conveyed to the Ships which were to transport them, and do return back, the Abatement shall then be One *per Cent*.

Returns of Premium for Insurance on the Hull of the Ship shall also take Place if a Stop is put to the Voyage insured: but One *per Cent.* shall be paid to the Insurers for their Trouble, and the Risk they have run. On the contrary, if, in case of Loss, or Average, by Exhibition of Proofs it be found that the Sum insured doth amount to more than the Value of the Goods, the Insurers shall not be obliged to make good farther, or more, than the just Value of the Goods shipped: and being Goods, whereof no proper Invoice and Proof of Interest can be shewn, and which therefore, according to Art. VII. and XXII. must be valued in the Policy, the Value they are set at, shall be observed; and what is more insured, returned. *

* *Note,* The Meaning of these last Words seems to be, that when Goods are valued by Tale, and there are shipped off, fewer Pieces in Number for such Deficiency a Return of Premium shall be made: for otherwise when a certain Evaluation is admitted in the Policy, no Premium can be demanded back.

XXIV. IN Returns, as also in Averages and Losses, the Insurers who have underwrote upon one and the same Policy, although it be with Difference of Dates, shall share equally. N^o. 535.

But if more than one Policy is used and underwrote upon for one and the same Parcel of Goods and Interest, then the first Policy in Date, without regarding the following Policy, shall take Place for the Amount of the Sum insured for the Value of the Goods and Effects; and the Reduction shall fall on the Policy of later Date, as well in case of Returns, as of Average and Losses.

See Exceptions in our *Essay*, § 78.

XXV. IF an Insurer fails, it shall be lawful for the Insured to insure anew again such Article of Insurance with another, on all good and bad Tidings; and he may give Notice, by the Messenger of the Chamber of Insurance, at the Habitation of the failed Insurer, or to the Assignee, and discontinue the Risk of the Parcel underwrote by him. N^o. 536.

XXVI.

Note, In § 70 and 80 of our *Essay* we think we have plainly demonstrated, that when an Insurer fails, for such Risks, as are not run off, when Reinsurance can be made at a common Premium, the Insured is obliged to

reinforce; or ought to be considered as his own Insurer; and that he cannot be looked upon as a Creditor on the failed Insurer's Estate farther than for the Premium paid to him, or which he shall pay on making a fresh Insurance: But for whatever Accidents happened, and were known before his Insurer failed, he ought to be admitted a Creditor, tho' its Regulation be ever so long protracted.

Nº. 537.

XXVI. IF any Kings, Princes, Potentates, or Lords, should arrest, detain, or take, in their Countries, any Ship insured, and it be uncertain, whether the same shall be recovered again, or not, and also if she should become incapable to perform her destined Voyage; then the Owners, and Freighters, who have caused themselves to be insured, shall be obliged to retain for Six Months the Property of the arrested Ships, and precious Wares, be they also incumbered, or not, before they may abandon their said Effects; commencing the said Six Months from the Time that they shall have given Notice to the major Part of the Insurers, who are on the Spot, by the Messenger of the Chamber of Insurance, who shall give that Notice: which Six Months shall be the Time allowed, if the Case shall have happened in *Europe*, and the Bounds limited by the Tenor of the xxixth Article. But if it should happen without those Limits, the Insured shall not abandon sooner than till the Expiration of Twelve Months, commencing with the Day of the Intimation; nevertheless the Insured shall not be hindered from taking some Security in the mean While, of the Insurers, by Sureties, Pledges, or otherwise, according as the Commissioners shall think proper: but the Insured notwithstanding remain obliged, either by themselves, or by their Correspondent, to take care of the Goods, and to promote as much as possible their Discharge. They shall also be at Liberty, within the said Limitation of Time, to reship the same on board of another Ship, or Ships; and the Charges of fitting out, and of higher Freight, also Damage and Waste of the Merchandizes, occasioned by the Arrests, shall be for Account of the Insurers, in Proportion to what they have underwrote.

Note, This is to be understood particularly of warlike Detentions, as explained, *Essay*, § 57.

XXVII.

XXVII. BUT in relation to coarse and perishable Wares, and Merchandizes, the Insured shall not be obliged to wait the aforesaid Time of Six Months within, and Twelve Months without, the Limits, before they abandon; but may proceed with their Concerns, according to Circumstances, and the Condition of their Goods: only they must beforehand give Notice thereof, as above, to the major Part of the Insurers. N^o. 538.

XXVIII. WHEN a Ship insured is become unnavigable, or the insured Ships, or other Goods, are stolen, taken by Enemies, or otherwise spoiled, or lost, or there are no Hopes of recovering the same, the Insured may abandon all such Ships and Goods for the Benefit of the Insurers: and the same being duly done, the Insurers shall have Three Months after the Intimation of the same to furnish the Payment of the Sum by them insured. N^o. 539.

XXIX. IN case any insured Ship, or Goods, stays out a Year and a Day after it is insured, and is departed from the Port where she was laden, without any thing having been heard of her in the mean While at the Place of Lading, or destined Place of unlading, if it be in *Europe, Barbary, the Canary Islands, any Part of the Mediterranean, the Levant, and Archipelago*, or thereabouts, then the said Ship and Goods shall be held to be lost, and Intimation thereof may be made to the Insurers, and Payment demanded Three Months afterwards: and in regard to the Places at a further Distance, henceforth shall be observed the Space of Two Years. N^o. 540.

XXX. ALL Actions for Losses, or gross Averages on Ships and Goods, shall be brought, at the furthest, within the Space of Half a Year, after the Disasters and Damages have happened, if within the Limits of *Europe*, as above by *Art. xxix.* is limited; but happening beyond these Limits, the Actions shall be brought within the Space of Three Years, and by Law be prosecuted, and pursued, on Pain of being nonsuited. N^o. 541.

XXXI. THE Actions of Losses, and gross Averages, which may happen on the Goods mentioned in *Article ix.* or such like, going, or coming by Land, or over fresh Water, shall be N^o. 542.

be intimated to the Insurers, and be pursued, on Pain of being nonsuited, within Half the Space of Time enacted by *Article xxx.*

N^o. 543. XXXII. IN case the insured Ship or Goods spoil of themselves, without any outward Misfortune, the Insurer is not answerable for the same.

N^o. 544. XXXIII. WHEREAS when People are insured on the Hull or Body of a Ship to the *West-Indies, Guinicy, Cape Verde, the Straits*, or any other more distant Places, out and home, it often happens that notwithstanding she had done with her Trade wholly or partly, and the Returns or Produce were sent over with an other Ship, or Ships, to the great Advantage of the Insured, the Insured continue nevertheless trading on; so that often in length of Time the said Ship becomes unnavigable, or otherwise in Danger; and also that Ships being freighted by the Month, have often earned their Freight outward, and have notably profited; but afterwards by being unnavigable, or by Storms happening to be lost on this Coast, or even in Harbour, the Insurers are cast to pay the said Ship what it was worth when it sailed from this Country, although the said Ship, if she had made a safe Voyage, was worth, or would have yielded by Sale, not above One Third or One Half of what the Insurers pay: in such Cases the Commissioners are authorised to act and to dispose as they according to Discretion shall think proper.

N^o. 545. XXXIV. IF an Insurance be made under the general Denomination of Goods, and Merchandizes, or whatever the Interest of the Insured might consist in, nothing excepted; and it be found that the Risk is run on Wool, Flax, Hemp, Stockfish, Herrings, Corn, round or flat Seed, Sugars, Pease, Beans, Cheese, Books, and Papers, the Insurers shall be free of Damage under 10 *per Cent.* And it is specially forbidden to contract in the Policy with a contrary Clause.

But if Insurance be made by Policy on any of those Wares, and Merchandizes, expressing in the same, that the Risk shall be run thereon, then the Insurer shall only be free of Damage under 3 *per Cent.*

XXXV.

XXXV. THE Average or Damage on Goods that happened during the Voyage by outward Misfortune, shall be repartitioned on the gross Capital that the Goods being found would have amounted to at the Place of their Destination : on the other Hand it shall be lawful for the Inladers, Owners, or those to whom they are consigned, to make Insurance on the Freight which they must pay for Goods in case of a safe Voyage ; though on Condition that the Underwriters who have insured thereon shall be obliged to pay only the Estimate of the Average fallen on the Goods, and no more : and in case of a total Loss Returns can be demanded from him who has insured on the Freights. N^o. 546.

Note, In our *Essay*, § 38, on the gross Capital we shewed in what Cases Repartition of Damages, can not stand good ; and that whenever the Goods come to a gaining Market, no doubt can be made that Damages should be repartitioned on the neat Produce, and the Insured bear his Part for what did not pay a Premium ; and when they come to a losing Market, the Repartition of the Damage should be on what he valued them at in his Policy, or what they cost, with the Premium added : for so much he had a Right to insure, and could have recovered in case of a total Loss. See *Cases* v. XIV. xv.

XXXVI. THE Insureds shall also be obliged to give Notice to the Insurers of all the Intelligence they receive of Misfortunes, Arrests, or Damages, befallen the Ships or Goods insured. Of which Notice authentick Copies, taken from the original Letters, by the Secretary and Messenger of the Chamber of Insurance, shall be communicated to the Insurers, at their Cost, if they desire it : on the contrary the Insured shall be entitled to demand of the Insurers, in Proportion to what they have underwrote, such Sums of Money on Account, for removing or retrieving of the Misfortunes, Damages, or Arrests, as it shall appears from the Circumstances of Matters will be necessary. N^o. 547.

And it being found that the Insureds were wanting or negligent in causing the said Notice to be given to the Insurers, they shall be obliged to refund them all the Charges and Damages, with Interest, occasioned by this their Neglect : and all this at the Arbitration of the Commissioners, as they, according to the Circumstances of Matters, shall think proper.

XXXVII.

N^o. 548. XXXVII. ALL Premiums of Insurance, either outwards only, or out and home jointly, whatever *per Hundred* the same may amount to, shall be paid down at the Underwriting of the Policy.

The Premium of Insurances that are made by the Month shall likewise be paid down for so many Months as shall be stipulated in the Policy; and for the further Months to the End of the Voyage, and the Arrival of the Ships at the destined Place, on such Conditions as shall be agreed on.

But if the Insurer give Credit for the Premium to the Broker or others, he has his Recourse only on them; but if the Broker or others become incapable, and the Insured have not paid the Premium to them, the Insured shall be obliged to pay the same to the Insurer.

N^o. 549. XXXVIII. AND to prevent any Fraud, all Brokers and others who procure or solicit any Insurance, shall be obliged to make use of and employ no other Policies but such as are privileged and signed by the Secretary: and they shall keep Copies of all that is written in them by Hand, on Pain of losing their earned Salary, and four Times as much, to and for the Benefit of the Poor; and such Penalty over and above as the Gentlemen of the Judicature shall think proper, according to the Circumstances of the Case.

N^o. 550. XXXIX. THE Brokers and others who procure any Insurance shall, for the Consideration of their Brokerage, be obliged to exhibit in the Chamber of Insurance, at all Times when required, the Copies kept by them, according to the foregoing Article, that authentick Copies thereof may be delivered for the Use of the Concerned, on Pain to answer the Defect, if, by their Neglect of duly keeping the Copies, any Prejudice happen or be suffered.

The Brokerage or Commission of Insurance, which, according to the Practice for many Years past, is paid only by the Insurers, shall be one Quarter *per Cent.* for each Voyage; for which Consideration the Brokers shall be obliged to answer for the Premium.

The Brokers or others shall also be admitted to summon their Principals before the Commissioners of Insurance concerning the Premiums disbursed, if Payment be refused; and shall not be obliged

obliged to deliver the Policy before, but to keep the same by them as a Security.

The Brokers, or others, who procure any Insurance, shall not be allowed to be Insurers themselves.

XL. IT is further enacted, that what is contained in this Ordinance shall be understood of all Insurances which in this City shall be contracted and concluded, whether the Insured as well as the Insurers dwell in or without the City; whether the Interest or Risk run for Account of Inhabitants or Strangers, Friends, or Foes; all which in this Regard shall be considered as having chosen their Residence within this City: Wherefore also all Losses and Averages shall be determined by the Commissioners, according to the Contents of this Ordinance, except the gross Average has been judicially regulated beyond Sea at the Ship's destined Place. No. 551.

Though it is said here that what is contained in this Ordinance shall be understood of all Insurances contracted in *Amsterdam*, be they for Account of People abroad, or not, we think however that they cannot mean that it should extend itself farther than to such Risks as end within their own Jurisdiction: and the Exception wherewith it concludes, that Regulations of gross Averages made abroad in a judicial Manner shall stand good, confirms us in this Opinion.

XLI. AND if something should be inserted or agreed upon in the Policy, that is not limited in this Ordinance, such Conditions or Stipulations shall be left to the Decision of the Commissioners. N°. 552.

XLII. AND whereas the Cases from which gross Averages result are so variable in Circumstances, that they cannot well be stipulated or provided for by any Ordinance; those Matters are left to the Commissioners, to be by them decided and regulated according to Law, Reason, and Equity. N°. 553.

XLIII. ALL Differences arising between Parties on Account of Insurances made in this City shall presently be examined, and by the Commissioners of Insurance here be determined according to this Ordinance: They also shall decide all Differences proceeding from Averages, as by the foregoing Article. N°. 554.

XLIV. AND the Commissioners may likewise decide, according to the said Ordinance, all Differences arising from Insurances N°. 555.

urances made out of this City, which shall be relative to the Chamber of Insurance, or to this Exchange.

N°. 556. XLV. AND the Commissioners, jointly with the Secretary, shall have, of all the Differences brought before them concerning Losses, One Third Part of a Gilder of each One Hundred Gilders, for their Labour and Trouble; which Money shall be disbursed or paid by the Plaintiff.

N°. 557. XLVI. THEY shall likewise have One *per Thousand* of the Capital for the Settling of the gross Average, which the gross Average shall pay: as also of Differences concerning Premiums demanded One *per Thousand* of the Sum insured.

N°. 558. XLVII. THE Loss or Damage of the Ship, or Goods, having been made to appear to the Commissioners, by Exhibition of Policies, Bills of Ladings, Manifests, proper Certificates, or other just Proofs, and the Underwriting of the Policies being also proved, and that Intimation was made to the Parties three Months before of the Loss; the said Commissioners may order the Money demanded, either the Whole, or Part, to be provisionally deposited, with Permission to the Insured to receive the Money deposited, on giving sufficient Security, to return the same, with Interest at Eight *per Cent.* in case it is afterwards found that it ought so to be.

Provided always that Copies of every thing, and a Day to answer, shall be granted to the Respondent, on his requiring it, before the Commissioners shall dispose of the Money provisionally deposited.

N°. 559. XLVIII. ANY Person being summoned concerning Damage, and not appearing in three Days to demand Copies, or to desire a Day, he shall be proceeded against on the first, second, and third Default; and on the third Default the Money deposited shall be disposed of either provisionally, or finally, in such Manner as the Commissioners shall think proper.

N°. 560. XLIX. IT shall be lawful to appeal from the Decrees pronounced by the Commissioners, as also from the Regulation of gross Averages, to the Magistrates, (Schepenen) of this City, within the Space of Ten Days: but from a provisional Decree there shall lie no Appeal.

L. ALL the Insurers shall also be obliged, when a Repar- N°. 561.
tition of Damages shall have been made and issued forth by the
Commissioners of Insurance and Averages in this City, imme-
diately to make good, and pay the said Damages; and in De-
fault thereof, the Insurer shall be obliged to pay to the Insured
Interest at Eight *per Cent. per Annum*, from the Time that the
said Repartitions shall be dispatched, and issued forth, till the
actual Payment of the Money, wherein the Insurers are cast by
the said Commissioners.

LI. ON the Decrees of the Commissioners Execution shall N°. 562.
also be made, as is daily practised on the Decrees made by
the worshipful Sheriffs.

LII. THE Proceedings in the afore said Chamber against the N°. 563.
Non-Appealers, concerning Damages demanded, shall be from
three Days, to three Days, for the first, second, and third De-
fault; and the Parties being summoned, and not appearing, shall
pay for the first Time six Stivers, for the second Time twelve
Stivers, and in case of the third Default the Regulation of *Art.*
xviii. shall be observed: and the Costs of Suit for the De-
faults shall be disbursed by the Plaintiffs; but shall be charged to
the Non-Appearer in the general Account of the Average.

LIII. THE Citations touching gross Averages shall be from N°. 564.
Eight Days to Eight Days till the third Citation inclusive, when
the Commissioners shall proceed to the Valuation of their In-
terest by the Manifest, as they in Equity shall think proper: and
Non-Appealers shall not be permitted to appeal: and concerning
the Defaults, as in the foregoing Article is enacted.

LIV. ALL Merchants shall also be obliged to give up their N°. 565.
Goods according to the true Value (as is expressed in the Bills
of Citation) and they shall be obliged, at the Requisition of the
Commissioners, to confirm their Valuation by Oath.

LV. AND to the end that all Premiums of Insurance, for N°. 566.
which the Insurers give Credit to the Brokers, and others, may
be speedily recovered, the Commissioners are authorized and
qualified to proceed against them, after the first and second De-

mand made, *viz.* from Day to Day, and to grant Execution after the second Demand.

N^o. 567. LVI. AND whereas the Contracts of Insurance are judged to be Contracts of good Faith, wherein no Fraud or Deceit ought to take Place; in case it is found that the Insured, or Insurers, Captains, Shippers, Pilots, or others, use Fraud, Deceit, or Craft, they shall not only not profit with their said Deceit and Craft; but shall also be liable to the Loss, and Damage, with Interest, occasioned by them, and be corporally punished and corrected for a Terror and Example to others; even with Death, as Pirates, and manifest Thieves, if it be found that they have used notorious Malversation, or Craft: The whole according to the Edicts of this Country.

N^o. 568. LVII. IF it shall appear to the Commissioners, that any Abuse is committed by any Person, in causing Policies to be underwrote after having received Notice that the Ships, or Goods, on which he causes Insurance to be made, are lost, taken, or perished; and that on one Policy first is caused to be underwrote a certain Sum on good Faith, and afterwards a certain Sum on evil Faith; in such Cases the Commissioners shall be obliged to refer the said respective Matters, and also the Parties, to the worshipful Magistrates of this City; and further to cause the Documents and Proofs delivered by the Parties, in their Hands, to be carried to the said worshipful Magistrates.

N^o. 569. LVIII. FOR all Insurances and Reinsurances to be made on sundry Ships, for whatsoever Share the same may be made, or on several Goods laden in sundry Vessels, a separate and distinct Policy shall henceforth be used, on Pain that all other Policies, in which shall be found more than one Ship, or some Shares in sundry Ships, or sundry Goods laden in several Ships; to be insured, or reinsured, shall be held null, and of no Value; and consequently that henceforth no Decree on such Policies shall be given.

LIX. No Book-Printers, Booksellers, or other Persons in this City, shall be permitted to print, or sell, Policies without Stamps, on Penalty of Three Hundred Guilders. N^o. 570.

LX. No Insurers, or Insured shall underwrite, or cause to be underwrote, but on Policies furnished with a proper Stamp, and signed by the Secretary of the Chamber of Insurance; who shall have three Stivers for the same; on Penalty of Three Hundred Guilders over and above the Penalty enacted by the general Edict and Ordinance concerning the small Stamps against the Defrauders of the public Revenue. N^o. 571.

LXI. No Brokers, or others, shall make any Insurance, or Reinsurance, or cause the same to be done, or procured, but on Policies stamped conformable to the Ordinance, on Penalty of One Hundred Guilders for the first Time, One Hundred Guilders for the second Time, and Suspension for Six Weeks; and the third Time they commit the same, Two Hundred Guilders, and Dismission from their Office. N^o. 572.

N^o. I.

WE underwritten do insure you N^o. 573.
or whom it else may concern, wholly, or partly, Friend,
or Foe, none excepted, viz. each for the Sum here by us underwritten, from on
the Hull, or Body of the Ship, which God preserve, with all her Guns, Ammunition, Utensils, and Appurtenances of the same, belonging to the said or any Body else, called
whereof the Master is
or who in his Stead as Master, or Masters, may navigate of which
we hereby take the Risks, Perils, and Adventures to run for our Account, from the Hour and Day that the said Ship has made a Beginning to lade Merchandize, or shall have taken on board her Ballast for the said Voyage, and end Twenty-One Days after the said Ship shall be arrived at the last destined Place of unlading, or so much sooner as she shall be intirely unladed. The said Ship shall be permitted to sail forwards, and backwards, to turn and wind to the Right, Left, and to all Sides, as the Master, or Masters

T 2

Masters shall please, and think proper for the Service and Benefit of the said Voyage: The aforementioned Dangers consisting of all Perils at Sea, Strefs of Weather, Fire, and Wind, Arrests by Friends and Enemies, Detentions by Kings, and Queens, Princes, Lords, and Republicks, Letters of Mart and Contra-Mart, Carelesness of Masters and Sailors, Villainies of the said Sailors, and all other Perils and Adventures which any wise may happen to the Ship without means of the Insured, thought of, or not thought of; putting ourselves, in all such Cases, in your Place, to pay to you the Insured, or your Factor, all the Damage which you shall have suffered, *viz.* each in proportion to the Sum which he shall have underwrote, the first as well as the last Insurer, within three Months after we shall have Notice given us of the Loss, or Damage. And in such Case we do grant you the Insured, and all others, full Power to lend an Hand, as well to our Loss, as to our Benefit, in the saving and benefiting of the said Ship

and the Appurtenances of the same, also to sell the same, and to distribute the Money, in case the Matter doth require it, without asking our Consent, or Leave: and we shall also pay the Charges attending the same, besides the Damages fallen thereon, whether any thing be saved, or not: and Faith shall be given to the Account of Charges on the Oath of him who has taken the same, without alledging any thing against it; provided in ready Cash be paid us for the Consideration of the Insurance

per Hundred, under Obligation and Submission of our Persons and Goods present and to come; renouncing, as Persons of Honour, all Cavils and Exceptions that may be contrary to these Presents; reciprocally submitting all Differences which may arise concerning Damages and Premiums, to the Decision of the Chamber of Insurance; chusing in case of our dwelling beyond their Jurisdiction, for *Domicilium citandi* and *executandi*, the House of the Secretary of the said Chamber for the Time being. Done at *Amsterdam*, &c.

N^o. 2.

N^o. 574.

WE underwritten do insure you
or whom else it may concern, wholly, or partly, Friend,
or Foe, viz. each for the Sum here underwritten by us, from
on Goods, Wares, and Merchandizes, of
what Sort or Sorts they may be, perishable, or not perishable,
nothing excepted, laden, or to be laden in the Ship (which God
preserve) called whereof the Master is
or who in his Stead as Master, or
Masters, may be appointed or write his Name
of which we hereby take the Risks,
Perils, and Adventures, to run for our Account from the Hour
and Day that the said Merchandizes shall by you, or your Factor, be
brought on the Key, or Shore, to be laden from thence in the
said Ship, or in Boats, Barks, or Lighters, to be conveyed on
board of the said Ship; and shall continue, till the said Goods
and Merchandizes shall be arrived, and there unloaded, with-
out any Damage, or Loss, freely, and peaceably, and brought on
Shore in the Possession of you the Insured aforesaid, or of any
body else having a Commission for it; provided that the said
Unlading be made within Fifteen Days after the Arrival of the
Ship at the destined Place, except by lawful Hindrance, or Ob-
stacles, the Unlading could not have been made within that
Space; which, in case of Disasters, or Damage, must be prov-
ed. The said Ship shall be permitted to sail forwards, back-
wards, turn and wind to the Right, Left, and to all Sides;
and in case of Distress, or of Choice, make all such Havens
and Ports as the Master or Masters shall please, or think proper
for the Benefit and Advancement of the said Voyage. And though
by Distress the said Goods should be unladed, and reladed in any
other Ship, or Ships, small or large (which they shall have Li-
berty to do by their own Authority, without staying for our Con-
sent and Approbation,) we shall run the said Risks and Adven-
tures, as if the said Goods had never been unladed: The afore-
said Risks consisting further of all Perils at Sea, Stresses of
Weather, Fire, and Wind, Arrests by Friends, and Enemies,
Detentions by Kings and Queens, Princes, Lords, and Repu-
blics, Letters of Mart, and Contra-Mart, Villainies, and Care-
lessness

lessness of Masters, or Sailors, and all other Perils and Adventures which any Ways may happen to the said Goods, thought of and unthought of, usual and unusual, none excepted; putting us, in all such Cases, in your Place, to indemnify you for all Loss and Damage, and to pay you the Insured, or your Factor, all the Damage which you shall have suffered, *viz.* each in Proportion to the Sum which he shall have underwrote, the first as well as the last Insurer, without Deduction, within three Months precisely after we shall have had proper Notice given us of the Loss, or Damage: and in such Cases we do give you the Insured, and all others, full Power to lend a Hand, as well to our Loss, as to our Benefit, in the saving and benefiting of the aforesaid Goods; and to sell the same, and to distribute the Money, in case of Need, without asking our Consent, or Leave; we shall also pay the Charges attending the same, and the Damage fallen thereon, whether any thing be saved, or not; and Credit shall be given to the Account of Charges on the Oath of him who has taken the same, without alledging any thing against it, provided in ready Cash be paid us for the Consideration of this Insurance *per Hundred*, under Obligation and Submission of our Persons and Goods present and to come; renouncing as Persons of Honour all Cavils and Exceptions that might be contrary to these Presents, reciprocally submitting all Differences concerning Damages and Premiums to the Decision of the Chamber of Insurance and Averages of this City; chusing, in case of our dwelling beyond their Jurisdiction, for *Domicilium citandi* and *executandi*, the Habitation of the Secretary of the said Chamber for the Time being. Done at *Amsterdam*, &c.

N^o. 3.N^o. 575.

WE the underwritten do insure you
 or whom it else may concern, *viz.* each
 for the Sum by us here underwritten, from
 to touch every where, and all round, and at
 all Places and Lands, during the whole Voyage, to sail and re-
 sail, forwards and backwards, also to lie, lade, and relade, at
 the Master's and Factor's Pleasure, either with, or without,
 the Knowledge of the Insured, or Factor, on the Body of the
 Person

Person of navigating as
on the Ship (which God preserve) called
whereof the Master is and if the
said Ship happen to be lost, or shall not proceed on the Voyage,
then we shall continue to run the Risk on such other Ship, or
Ships, as the said shall be embark on,
to accomplish the aforesaid Voyage, either by Water, or by
Land; and we shall run the Risk of being taken by any Nation
whatsoever, either *Turkish*, *Moorish*, *Barbarian*, or other infidel
Pirates by which the said
may be taken, made Captive, carried away, or ransomed; that
in case this happen we will pay, each punctually, our full un-
derwritten Sum for his Redemption, or Ransom Money, with
the further Charges accrued thereon, to the Insured, or the Bearer
of these Presents, without any Deduction, as soon as Advice is
come here, and to us it shall have appeared that he is redeemed,
or that the Money to that End are drawn, and the Bills of Ex-
change shall be accepted; or sooner, in case it shall appear that
the redeemed Person is arrived on Christian Ground; provided
nevertheless, that what the Ransom might have cost less, shall
be returned to the Insurers; so that the Money of our Under-
writing shall only serve for his Ransom, and Redemption, and all
Dependencies of the same, and no farther. For the accom-
plishing of what is aforesaid, we bind our Persons and Goods,
present and to come; reciprocally submitting all Differences as
well concerning Damages, as Premiums, to the Decision of the
Chamber of Insurances and Averages of this City; chusing, in
case of our dwelling out of the Jurisdiction of the same, for *Domi-*
cilium citandi and *executandi*, the Habitation of the Secretary
of the said Chamber for the Time being: all in good Faith with-
out Fraud, or Deceit, and we have received for the Premium
Done at *Amsterdam*, &c.

N^o. 4.

WE the underwritten do insure you
or whom else it may concern, wholly, or
partly, Friend, or Foe, *viz.* each for the Sum here by us un-
derwritten, on the Structure, Building, &c. called the
standing and situated

Nº. 576.

with

Ordinances of Amsterdam

with the House and Utenfils, moreover the Household Furniture, Goods, Wares, and Merchandizes, of whatsoever Quality or Nature they may be, none excepted, as already are in, or on the aforesaid

or during the whole Space of this Insurance shall be brought therein (and the Insured shall be at Liberty at any Time to house so many Goods, and to deliver them out again as he shall please) against Fire, and all Danger of Fire; moreover against all Damage which on Account of Fire may happen, either by Tempest, Fire, Wind, own Fire, Negligence and Fault of own Servants, or of Neighbours, whether those nearest, or further off; all external Accidents and Misfortunes, thought of and not thought of, in what Manner soever the Damage by Fire might happen; for the Space of Twelve Months, commencing with the _____ and ending the _____

both at Twelve of the Clock at Noon: valuing specially and voluntarily the said Structure, Building, House, &c. with all its Utenfils, and Household Furniture, at the Sum of _____

and the Goods, Wares, and Merchandizes, at the

Sum of _____

and thus together at the Sum of _____

and it shall not prejudice whether all this be worth, or has cost more, or less. And the Insured, or whom else it may concern, in case of Damage, or Hurt, shall need to give no Proof nor Account of the Value, as we know it is impossible to be done; but the producing this Policy shall suffice. And in case it should happen that the said Structure, Building, House, Utenfils, and Household Furniture, and the Goods, Wares, and Merchandizes, the whole, or part, are burnt, or suffer Damage, on that Account, we do hereby promise punctually to pay and satisfy, without any Exception, within the Space of Three Months after the Fire shall have happened, due Notice having been given to us, each his whole Sum underwritten, or else in proportion to the Damages suffered, without Deduction: provided that in case of a partial Loss all that shall be found to be saved and preserved shall be deducted, after the Deduction of the Charges paid for the saving, and preserving; and concerning which the Insured shall be believed on his Oath without our alledging any thing against it, provided there be paid to us, in ready Cash, for the Consideration of this Insurance

per Hundred, under Obligation and Submission of our Person and Goods present and to come; renouncing,

nouncing, as Persons of Honour, all Cavils and Exceptions contrary to these Presents; reciprocally submitting all Differences, as well concerning the Damages, as Premiums, to the Decision of the Chamber of Insurances and Averages of this City; and chusing, in case of our dwelling without the Jurisdiction of the said City, for *Domicilium citandi et executandi*, the Habitation of the Secretary of the said Chamber for the Time being. Done at *Amsterdam*, &c.

The Custom at *Amsterdam*, of admitting, in the Policy, a fixed Valuation for what they insure against Fire, may be of very bad Consequence; and ought not be permitted by Law. Our *London* Policies are better. See *Essay*, § 29.

Nº. 5.

WE the underwritten do insure you
 or whom else it may concern, wholly, or partly, Nº. 575.
 Friend, or Foe, none excepted, viz. each for the Sum by us
 here underwritten, from, on
 already sent, or to be sent, with the riding Post, or
 embalmed, or packed in such Packet, Case, Sack, or
 Box, marked and numbered as follows; to
 already laden, or yet to be laden, in the Ship
 navigating from embalmed or
 packed in such Pack, Case, or Cask, marked and numbered as
 follows; whereof we by these take the
 Risk for our Account, to run from the Hour and Day that the
 said Insured Goods shall be delivered and brought to the Post-
 Office, Waggon, Ship, or other Places where it is usual to re-
 ceive the said Goods for the insured Design, and that be made to
 appear to us; and shall continue till what is insured shall be as
 above arrived at and freely and peace-
 ably, without any Loss or Damage, delivered in the Possession of
 the Insured, his Factor, or to whom it is consigned. And the In-
 sured shall need to exhibit no further nor other Proof of Pro-
 perty or Value, than only this bare Policy, with which we, in
 case of Average, or Damage, intirely shall be satisfied, although
 the Wares insured might be worth, or had cost, less or more, as
 the same were by Agreement, and to the Satisfaction of both
 Sides, particularly taxed and valued at the Sum of
 which, in case of any Accident, shall serve as a Rule. And in all
 Events or Accidents, such other Roads, Vehicles, and Vessels,
 may be used and employed to forward the Voyage, as, according

to Circumstances of Time, by the Insured or any others shall be judged proper for the greater Benefit and Security of the Goods insured: authorising them thereto specially by these Presents, as also to lend a Hand to the saving and benefiting of the said Goods, to sell them, and to distribute the Monies, in case it be necessary, without asking our Consent; we shall also pay the Charges incurred on that Account, moreover the Damage fallen thereon, whether any thing be saved, or not; and Belief shall be given to the Account of Charges on the Oath of him who shall have taken the same, without alledging any thing against it: the said Risk consisting of all the Perils by Water, and by Land, Tempests, Fire, and Wind, Arrests by Friends and Enemies, Detentions by Kings, Queens, Princes, Lords, and Republicks, Letters of Mart and Contra-Mart, Villainies and Negligence of the Postillions, Servants of the Office, Writers, Sailors, Waggoners, Innkeepers, Billets of Lodgings, Parties, Robbers, and Thieves, and all other Perils and Adventures which any ways might befall the said Goods, heard of and unheard of, usual, and unusual, none excepted; putting us, in all such Cases, in the Place of the Insured, to indemnify him for all Loss and Damage which he shall have suffered, each in Proportion to his Sum underwritten, the first as well as the last Insurer, to pay, within Three Months after we shall have received due Notice of the Loss, or Damage, to the Insured, or to his Attorney, without any Deduction; provided in ready Cash be paid us, for the Consideration of this Insurance, *per Hundred*, under Obligation and Submission of our Persons and Goods present and to come; renouncing, as Persons of Honour, all Cavils and Exceptions contrary to these Presents: reciprocally submitting all Differences which might arise concerning the Damages and Premiums, to the Decision of the Chamber of Insurance and Averages of this City; chusing, in case of our dwelling out of the Jurisdiction of the same, for *Domicilium citandi et executandi*, the House of the Secretary of the said Chamber for the Time being. Done in *Amsterdam*, &c.

This is a Form of a Policy which they make use of, when they insure on Diamonds, going by the Mail to or from *England*, and as it would be almost impossible to prove what Value ought to be paid for any Diamonds, without having admitted a certain Valuation in the Policy, the Insurers must needs agree to it, but ought to be careful not to sign any such Policy, but to People of known Reputation.

The

THE worshipful Members of the Judicature of the City of *Amsterdam*, having experienced that the Clause contained in the xxxixth Article of the late Ordinance of Insurance and Averages of this City, issued forth on the 28th of *April* 1744; viz.

“ The Brokerage or Commission of Insurance, which,
 “ according to the Practice for many Years past, is paid
 “ only by the Insurers, shall be One Quarter *per Cent.*
 “ for each Voyage : for which Consideration the Bro-
 “ kers shall be obliged to answer for the Premium,
 “ &c.”

has given much Occasion of just Complaint to the Brokers, and others acting in Insurance, as also that it deviates much from the Contents of the xxxviiith Article of the said Ordinance ; which, from old, has been looked upon as the Foundation of all good Orders in the Business of Insurance ; have thought proper to correct, and to amplify, as their Worships do, by these Presents, correct and amplify the aforesaid Clause of the said xxxixth Article, beginning, “ The Brokerage or Commission, &c.” *usque ad finem articuli.*

And, by Virtue as well of the Privileges of this City, as of the Letters of Grant, Approbation, and Confirmation, granted by their High Mightinesses, as far as needful, and *ex abundanti*, to this City, on the 17th of *July* 1612, to order and to decree, by these Presents ; That the Brokerage or Commission of Insurance, which, according to Practice for many Years past, is paid only by the Insurers, shall be for each Voyage, One Quarter *per Cent.* ; and on the contrary the Brokers shall be obliged, every Time at the underwriting the Policy, to pay to the Insurers the Premium which they have contracted for, on Pain that the Broker, as well as the Insured, shall be answerable for the same : Understanding nevertheless, that the Insurer, in that Case, shall be obliged, before the Expiration of the second Week ensuing after the Week in which the Insurance is contracted, to demand of the Broker the Premium intrusted to him by Assignment, on Pain of losing his Right against the Broker, and moreover of forfeiting a Quarter Part of the contracted Premium for the Benefit of the Poor : and the Broker shall, in that Case, be obliged to summon the Insured, within the Week next ensuing, for the Premium owing, before the Commissioners of the Chamber of Insurance ; and the Com-

missioners shall decree thereon in Conformity to the LVth Article of this Ordinance; and the Insured shall be cast, for the Benefit of the Insurer, in the Interest of Eight *per Cent.* to reckon a *tempore Sententiæ* to the actual Payment, and the Decrees so pronounced in such Cases shall have the Right of present Execution; and, notwithstanding Appeal, or Reformation, if the Broker has disbursed the Premium, their Execution under Security shall serve the Broker against the Insured, as immediate Right; and moreover he shall not be obliged to deliver the Policy sooner, but may keep the same by him as a Security. But if the Broker should be negligent to summon the Insured on that Behalf, within the Week ensuing the Week in which the Insurer shall have demanded by Assignment the Premium owing, then the said Broker shall forfeit the Moiety of his earned Brokerage, over and above the Obligation to answer for the Premium for the Benefit of the Insurer.

And to the End that every one be timely informed hereof, the said Magistrates do will and require that the Contents of this Article shall be practised and be brought in Exercise from the first of *August* 1745.

Concluded on the 16 of *April* 1745. *præsentibus* the worshipful *Nicolaus Geelvinck*, presiding Magistrate (Scheepen) as Deputy of the worshipful the High Sheriff, the worshipful *Gerrit Corver*, Lord of *Velsen*, &c. and the worshipful *Jan Sautyn*, Burgermasters, and all the worshipful Magistrates (Schepenen) *demptis* the worshipful *Gerard Aarnout Hasselaar* and *Willem Cornelis Backer*.

And published the 27th ditto *præsentibus* the worshipful *Nicolaus Geelvinck*, presiding Magistrate, as Deputy of the worshipful the high Sheriff; the worshipful *Jan Sautyn*, Burgermaster, and the worshipful *Willem Huyghens*, Lord of *Honcoop*, and *Joan Graffland Cornelis*, Magistrates (Schepenen).

In the Presence of me

Jacobus Trip, Secretary.

Thus concluded the 10th of *March* 1744. *Præsenibus* the worshipful *Daniel de Dieu*, High Sheriff, the worshipful *Willem Munter*, Burgermaster, and *Pieter de la Court*, and *Willem van Heemskerk*, Magistrates, (Schepenen).

In the Presence of me

H. Bicker, Secretary.

OF

ORDINANCES of FRANCE
Made in 1681.

Of Charter-Parties and Affreightment of Ships, § 26.

I. **A**LL Covenants for the Hire of a Vessel, commonly called Charter-party, Affreightment, or Freightage, shall be drawn in Writing, and executed by the Hirers, and the Master or Owners of the Vessel. N°. 579.

II. **T**HE Master shall be obliged to follow the Advice and Orders of the Owners of the Ship, when he lets her out to Hire, in the Place where they reside. N°. 580.

III. **T**HE Charter-party shall specify the Name and Burthen of the Vessel; the Name of the Master and of the Freighter; the Place and Time for loading and unloading; the Price of the Hire, or Freight; what shall be paid in case of extraordinary Detention; and it shall be lawful for the Parties to add any other Condition which they may agree to. N°. 581.

IV. **T**HE Custom of the Place for loading and unloading of Goods, shall regulate and fix the Time for so doing, if not mentioned in the Charter-party. N°. 582.

V. **I**F the Ship be freighted by the Month, and that in the Charter party it be not declared when the Time shall begin, it shall only be reckoned from the Day of her sailing. N°. 583.

VI. **I**F after a Summons in Writing Refusal be made to fulfill the Contract agreed to, the Person so refusing shall be liable to Costs and Damages. N°. 584.

VII. **I**F

- N^o. 585. VII. IF nevertheless, before the Departure of a Ship, it should happen that any Reprisals be ordered, or Prohibition of Trade with the Country to which she was bound, the Charter-party shall be cancelled, without either Cost or Damage and the Hirer shall pay the Charges of loading and unloading his Goods: But if such Prohibition should only be with some other Country, the Charter-party shall subsist in all Points.
- N^o. 586. VIII. IF only an Embargo happens, and that by Restraint of Princes Ships are for some Time detained, the Charter-party shall in all Points hold good; and both the Master and the Hirer shall, without Costs or other Pretension, wait 'till it be taken off.
- N^o. 587. IX. THE Hirer nevertheless may, whilst the Embargo subsists, at his own Expence, unload his Goods, on Condition that he ship them again, or that he indemnify the Master.
- N^o. 588. X. THE Master shall be obliged to have in his Ship, on his Voyage, the Charter-party and other Documents relating to his Cargo.
- N^o. 589. XI. THE Ship, Tackle, and Apparel, the Freight, and the Goods loaden, shall respectively be answerable for the full Performance of the Terms of the Charter-party.

Of Bills of Lading, § 27.

- N^o. 590. I. **B**ILLS of Lading, or Receipts for Goods loaden in a Vessel, shall be signed either by the Master, or the Purser.
- N^o. 591. II. THE Bills of Lading shall specify the Quality, Quantity, and Mark of the Goods, the Name of the Shipper, and his to whom they are consigned; the Place where loaded, and that where they are to be landed; the Name of the Master of the Ship; with the Freight to be paid.
- N^o. 592. III. BILLS of Lading shall be made triplicate: One Copy shall remain with the Shipper; the other shall be sent to the Person
to

to whom the Goods are consigned ; and the third shall be left with the Master or the Purser.

IV. WITHIN twenty-four Hours after the Ship shall have been loaden, the Shipper shall tender to the Master his Bill of Lading, to be signed, and shall furnish him with the proper Documents relating to the Payment of any Custom on his Goods, on the Penalty of paying the Damage caused by the Retardment. N^o. 593.

V. THE Factors, Commissioners, or others, who shall receive the Goods mentioned in the Bills of Lading, or Charter-parties, shall give, at the Request of the Master, a Receipt for the same, on the Penalty of being answerable for all Costs and Damages, even those of the Retardment of the Vessel. N^o. 594.

VI. IN case Bills of Lading for the same Goods happen to be of different Tenor, that shall be valid which, being in the Hands of the Master, has been filled up by the Shipper, or his Agent. On the contrary that in the Hand of the Merchant shall be adhered to, if filled up by the Master. N^o. 595.

Of Affreightment.

I. **T**HE Hire of Vessels, called Freight, or Affreightment, shall be regulated by the Charter-party, or by the Bill of Lading, in what Manner soever they be hired, whether in the whole, or in Part ; for the Voyage or by the Month ; for a fixed Quantity ; by the Tun or Hundred ; or that they load a general Ship by small Quantities. N^o. 596.

II. IF the Vessel be hired for the whole, and that the Freight do not give the whole Loading, the Master cannot, without his Consent, take any other Sort of Goods to fill up, nor without accounting with him for the Freight. N^o. 597.

III. HE who shall not have loaden the Quantity of Goods mentioned in the Charter-party, shall nevertheless pay the Freight for it, as if he had loaden the whole agreed for. If he loads more, he shall pay Freight for the same. N^o. 598.

IV. THE

- N^o. 599. IV. THE Master who shall have declared his ~~Ship~~ of a greater Burthen than it really is, shall be liable to Costs and Damages that may accrue to the Freighter thereby.
- N^o. 600. V. IF only one fortieth Part over and above the Burthen be so declared, that shall not be deemed a Fault in the Declaration.
- N^o. 601. VI. IF, as a general Ship, a Vessel be loaden by small Quantities, or by the Hundred, or the Tun, the Merchant who before her Departure shall chuse to unload his Goods, may, at his own Expence, do it, paying half Freight.
- N^o. 602. VII. THE Master may put ashore those Goods found in his Vessel whereof he may not have had any Cognizance: Or may take Freight for them at the highest Price Goods of a like Quality may pay.
- N^o. 603. VIII. THE Merchant who shall withdraw or unload his Goods when the Voyage is begun, shall pay the whole Freight, except this Unloading shall be necessary through the Conduct of the Master.
- N^o. 604. IX. IF a Ship be stopt in her Voyage, or at her unloading Port, by Reason of the Freighters Concerns or Actions: Or if the Vessel, having been hired out and home, shall be obliged to return empty, the Cost and Damages of the Retardment, and the whole Freight, shall be due to the Master.
- N^o. 605. X. ON the other Hand, the Master shall be liable towards the Freighter, (it being so determined by competent Judges) if, thro' his Act and Deed, the Vessel shall have been stopt or retarded, either at the unloading Port, or on the Voyage.
- N^o. 606. XI. IF the Master be forced to refit or heave down his Vessel during the Voyage, those who have loaden on her shall be obliged to wait this Refitting, or shall pay the whole Freight for their Goods. In case the Ship cannot be refitted, the Master shall be obliged immediately to hire another: And not finding one, his Freight shall only be paid him in Proportion as he shall have been advanced in his Voyage*. XII. IF

* About paying the Freight in proportion to the Voyage, see our Remark on *Cafe xxx. No. H.*

XII. IF however the Freighter prove that when the Vessel N°. 607.
failed she was not fit for the Sea, the Master shall lose his
Freight, and be answerable to the Merchant for Costs and Da-
mages.

XIII. THE Master shall be paid Freight for those Goods which N°. 608.
may be thrown over-board for common Safety; he however con-
tributing his Proportion.

XIV. THE Freight shall also be due for the Goods that the N°. 609.
Master shall have been obliged to sell, for Victualling, Refitting,
and other absolute and pressing Necessaries; he accounting for
them at the Rate that the Remainder shall have been sold at the
Place of unloading.

XV. IF a Prohibition of Trade should happen, when a Vessel N°. 610.
is on her Voyage, with the State whither she is bound, and that
she return with her Loading; though the Ship be freighted out
and home, yet shall the Master pretend to no more than the out-
ward-bound Freight.

XVI. IF, during the Voyage, the Ship be stopt by Restraint of N°. 611.
Princes, neither Freight nor Loss of Time, if freighted by the
Month, nor Augmentation of Freight, if hired by the Run or
Voyage, shall be demanded; but the Victualling and Hire of the
Seamen, during the Time of the Detention, shall be reputed as
an Average.

See our Remark in § 9. of the Article of Average.

XVII. SHOULD the Person to whom by Bill of Lading Goods N°. 612.
are consigned, refuse them, the Master may juridically sell some
of them for the Payment of his Freight, and the rest deposit in
a Warehouse.

XVIII. No Freight shall be due for Goods lost by Shipwreck, N°. 613.
or stranded, pillaged by Pirates, or taken by Enemies. And the
Master shall be obliged to repay whatever may have been ad-
vanced to him on Account of such Freight, except it shall have
been otherwise agreed.

N^o. 614. XIX. IF the Vessel and the Goods be ransomed, the Master shall be paid his Freight as far as he shall have proceeded on his Voyage, and even the whole Freight, if he carry them to their destined Port; he contributing therein his Share of the Ransom.

N^o. 615. XX. THE Goods at the current Price where unloaded, deducting Charges, shall contribute towards the Ransom, as well as the whole Value of the Ship and Freight, after deducting the Victuals consumed, and the Advance made to the Seamen; who, in Proportion to what is due to them for their Wages, shall bear their Part, as well as the Freight, which will hereby bear less.

N^o. 616. XXI. THE Master shall also be paid Freight for the Goods saved from a Shipwreck, rendering them at their destined Port.

N^o. 617. XXII. IF he can find no Vessel to carry the Goods saved, he shall be paid his Freight in Proportion as he shall be advanced in his Voyage.

According to our Opinion it should seem reasonable that the Master be allowed the full Freight, if by his Means, and those of the Crew *alone*, the Goods were saved from a Wreck, tho' damaged. But if other Persons were employed with them in the Salvage, then should the Master for his Freight, and the Men for their Wages, contribute towards the Damage of the Goods saved, and the Charges paid. See *Case* 30. N^o. H.

N^o. 618. XXIII. THE Master cannot detain Goods in his Ship because of Non-payment of Freight, but he may, upon unloading, stop the carrying them away, or seize them even in Lighters or Boats.

N^o. 619. XXIV. THE Master shall be preferably entitled or privileged for his Freight on the Goods he has on board, whilst they remain in the Ship, in the Lighters, or on the Key, and even for fifteen Days after their Delivery, provided they have not passed into the Hand of a third Person.

N^o. 620. XXV. No Merchant shall oblige a Master to take for his Freight, Goods fallen in Price, spoiled, or lessened in Value, either through their own perishable Nature, or by any other Accident.

N^o. 621. XXVI. IF nevertheless Goods put into Casks, such as Wine, Oil, Honey, and other Liquors, have so leaked that the Cask be empty,

empty, or near upon empty, the Shippers may give them up for the Freight.

XXVII. WE hereby prohibit all Brokers and others, to let out to Hire by an After-Contract, at a higher Price than shall have been stipulated by the first Agreement, any Vessel whatsoever, under the Penalty of One hundred Louis, and a greater Punishment as the Case may require. N^o. 622.

XXVIII. IT shall nevertheless be lawful for the Hirer of a whole Ship to take in Goods to fill up, and the Freight shall be for his Profit and Advantage. N^o. 623.

Of the Agreement and Hire of Seamen.

I. **T**HE Agreement between Masters and Seamen shall be made in Writing, and shall contain all Covenants, whether they be engaged by the Month, or the Voyage, whether as partaking of the Profit, or of the Freight. If no such Agreement, the Seamen shall upon their Oath be credited. N^o. 624.

II. EXCEPT it be mentioned in the Agreement, no Seamen shall ship any Goods for their Account without paying Freight. N^o. 625.

III. IF the Voyage be broken by the Owners, Masters, or Merchants, before the Departure of the Ship, the Seamen hired for the Voyage shall be paid so much a Day for the Time they were employed in fitting out the Vessel, and moreover One quarter Part of their Hire. And those by the Month shall be paid in proportion, according to the common Run of the Voyage. But in case it be broken after the Voyage shall be begun, the Seamen hired for the Voyage shall be paid their full Hire, and those taken by the Month shall have their Wages for the Time they have served, and for that they may take to return from whence they departed with the Ship, moreover both shall be paid their Maintenance till they arrive at that Place. N^o. 626.

IV. IN case there be a Prohibition of Trade with the Country whither the Vessel is bound before the Voyage be begun, there shall no other Hire be paid to the Seamen taken by the Voyage, or by the Month, than for their daily Labour in fitting out the Ship; and if it happen during the Prosecution of the Voyage, they shall be paid in proportion to the Time they may have served. N^o. 627.

- N^o. 628. V. IF the Vessel be stopt by Force *major* before the Voyage be begun, there likewise shall be due to the Seamen no more than for their daily Labour in fitting out the Ship; but if this happen during the Voyage, the Hire of Seamen taken by the Month shall run at half the agreed Sum during the Detention; and that of the Seamen engaged for the Voyage, shall be paid them according to the Terms of the Agreement made with them.
- N^o. 629. VI. IN case a Voyage be prolonged, the Hire of Seamen taken by the Voyage shall be in proportion augmented, and if the Vessel shall voluntarily be unloaden nearer than the Place of Destination by the Affreightment, no Diminution shall be made to them; but if they be hired by the Month, in both Cases shall they be paid for the Time they have served.
- N^o. 630. VII. AND as for Seamen and others of the Crew who may have agreed to serve for Share of Profit or Freight, they shall not pretend to any daily Hire, or any thing to be made them good, should the Voyage be broken, hindered, or retarded by Force *major*, before or after the Departure of the Ship; but if by the Act of the Merchants who have loaded her the Voyage be broken retarded or prolonged, they shall partake of the Costs and Damages which may be adjudged to the Master; which the Master as well as the Owners shall be answerable for to the Seamen, if the Hindrance happen through their Act and Deed.
- N^o. 631. VIII. IN case of Capture, Stranding, or Shipwreck, whence an entire Loss of Ship and Cargo may ensue, the Seamen shall not pretend to any Hire or Wages: But they shall not be obliged to repay what may have been advanced to them.
- N^o. 632. IX. IF some Part of the Vessel be saved, the Seamen hired either for the Voyage or by the Month, shall be paid their Hire out of what may have been saved of the Wreck; and if there be only some of the Goods saved, the Seamen, even those who were to share in the Freight, shall be paid in proportion by the Master out of what he may receive; and in what Manner soever they may have been hired, shall they be paid the daily Hire for the Time they were employed in saving the Wreck and Goods.

X. IF

X. IF the Master discharges a Seaman, without a sufficient Cause, before the Voyage commence, he shall pay him a Third of his Wages agreed for, and the whole if it be during the Voyage, together with the Charges of his Return home, and the Master shall not pass those Charges to the Account of his Owners. N^o. 633.

XI. A Seaman who shall be wounded or hurt, when on his Duty on board, or who shall fall sick on the Voyage, shall be paid his Wages, and cured at the Expence of the Ship. And if he be wounded fighting against Enemies or Pirates, he shall be taken Care of, and cured, at the Charge of the Ship and Cargo. N^o. 634.

XII. BUT if he went ashore without Leave, and there was wounded or hurt, he shall not be taken Care of at the Expence of either the Ship or Cargo. And he may be dismissed, paying him his Hire for the Time he has been on board. N^o. 635.

XIII. THE Heirs of a Seaman hired by the Month who may die on the Voyage, shall receive his Wages to the Day of his Decease. N^o. 636.

XIV. THE half of the Hire of a Seaman taken for the Voyage shall be due if he dies outward-bound, and the whole if on his Return. If he be engaged as a Sharer in the Profit or Freight, his whole Share shall belong to his Heirs, provided the Voyage be begun. N^o. 637.

XV. THE Hire of a Seaman killed in the Defence of a Ship, shall be entirely paid as if he had served the whole Voyage, provided the Ship arrive in Safety. N^o. 638.

XVI. SEAMEN taken and made Slaves shall not pretend any thing for their Ransom, either of the Master, Owners, or Freighters. N^o. 639.

XVII. BUT if any Seaman be taken and carried into Slavery, having been on Duty either by Sea or on Shore, for the Service of the Vessel, his Ransom shall be paid by the Ship, and if for the Vessel and Cargo, then by both, provided both arrive in Safety. This to be understood as far as 300 Louis, and without Prejudice for his Wages, which shall moreover be paid. N^o. 640.

XVIII. THE

N^o. 641. XVIII. THE settling of the Sum of Money for the Ransom of Seamen, shall be immediately done by the Master after the Arrival of his Ship, and the Money shall be deposited in the Hands of the chief Owner, who shall be obliged directly to set about procuring the Ransom, on the Penalty of four Times the Sum to be paid the Seamen in Slavery.

N^o. 642. XIX. THE Ship and the Freight are particularly bound for the Hire of Seamen.

N^o. 643. XX. THE Hire or Wages of Seamen shall not contribute to any Average, except for the Ransom of the Ship.

Our Opinion is that they ought also to contribute in case of Ships accidentally running foul of one another, as the Damage done is to be borne by Way of Average by both Ships. See *Essay* § 66. p. 80.

N^o. 644. XXI. WHATSOEVER in this Chapter is ordained relating to the Hire, Cure, and Ransom of Seamen, shall be understood to extend to Officers and others of the Crew.

Of Bottomree Contracts, or Loans of Money payable on a Ship's Return.

N^o. 645. I. **C**ONTRACTS on Bottomree may be made before a Notary, or by private Contract.

N^o. 646. II. MONEY on Bottomree may be given on the Hull and Keel of the Ship, Tackle and Apparel, Fitting out, Victualing, jointly or separately, on the whole or on Part of her Cargo, for the whole Voyage, or for a limited Time.

N^o. 647. III. WE declare unlawful the taking Money upon Bottomree on the Hull, Keel, or Cargo of a Ship, beyond her Value ; under the Penalty of paying, even in case of the Loss or Capture of the Vessel, the whole of the Sum borrowed.

N^o. 648. IV. WE prohibit under like Penalty the taking Money upon Bottomree on the Freight, the Ship is to make, and on the respected Profit on Goods, even upon the Wages or Hire of Seamen, except in the Presence and with the Consent of the Master, and then it must be for less than the Half of the Wages.

V. WE

V. WE expressly prohibit all Persons giving Money on Bottomree to Seamen, on their Wages, or on the Voyage, except with the Consent and in Presence of the Master, under the Penalty of the Confiscation of the Loan and of Fifty Livres. N^o. 649.

VI. THE Masters shall themselves be answerable for the Whole of the Sums taken with their Consent by the Seamen, if these Sums exceed the Half of their Wages, and this notwithstanding the Loss or Capture of the Ship. N^o. 650.

VII. THE Vessel, her Tackle, Apparel, Fitting out, and Victualling, even the Freight, shall be particularly liable to, and answerable for, both Principal and Interest of Money on Bottomree given on the Hull and Keel of the Ship for the prosecuting and furthering of the Voyage. The Cargo shall on its Part be answerable for Money borrowed for its Benefit. N^o. 651.

VIII. THOSE who shall lend Money on Bottomree to a Master at a Place where his Owners reside, without their Consent, shall not be privileged, or advantaged, for the same, for more than the Share of the Master in the Vessel and Freight, tho' the Contracts were made for refitting and victualling of the Ship. N^o. 652.

IX. HOWEVER the Shares, or Parts, belonging to Owners who shall have refused to contribute towards the Repair of the Vessel, shall be answerable for their Quotas of the Money taken up by the Master for refitting and victualling. N^o. 653.

X. THOSE Monies continued on as a Loan, or renewed on Bottomree on *any* Voyage, shall not enter into Competition with what shall have been lent for the immediate Service of the Voyage. N^o. 654.

XI. ALL Bottomree Contracts become void thro' the entire Loss of those Effects on which the Loan has been made, provided it happen by Accident, and in those Places, or within the Time stipulated by those Contracts. N^o. 655.

XII. THAT which may proceed from the perishable Quality of any thing, or thro' the Act or Deed of the Owner, Master, or Shippers, shall not be reputed *Accident*, except otherwise stipulated by the Contract. N^o. 656.

XIII. U

N^o. 657. XIII. IF the Time the Risk is to continue, be not stipulated by the Contract, with regard to the Vessel, Tackle, Apparel, and Victualling, it shall begin and run from the Day she shall have failed, till she be at Anchor at her intended Port, and there moored to the Key. And as to the Goods, the Risk runs from the Time of their being shipped, or in the Lighters to carry them on board, until they are landed.

N^o. 658. XIV. ANY one shipping of Goods and taking up Money at Bottomree on them, tho' the Ship and Goods be lost, shall not be freed from his Contract, except he prove that he had Effects to the Amount of the Sum he borrowed.

N^o. 659. XV. IF however the Borrower can prove that he could not ship for the Value of the Sums taken on Bottomree, the Contract, in case of Loss, shall be reduced in Proportion to the Value of the Effects laden, and shall only hold good for the Overplus; for which the Borrower shall pay Interest, according to the Course of the Place where the Contract was made, until the whole Principal be paid: On the other Hand, if the Ship arrive safe, the current Interest, and not the Maritime Premium, shall be due on what was borrowed more than what was actually shipped.

N^o. 660. XVI. LENDERS on Bottomree, and not the Borrower, shall contribute to gross Averages, such as Ransoms, Contributions, Jettisons, the cutting away Masts and Rigging for the common Safety of the Ship and Goods; but not to simple Averages, or particular Damage, which may happen, except it be particularly stipulated.

As in the Premium given to Lenders of Money on Bottomree there is always included not only somewhat more than an Interest for their Money, but also the Amount of what would pay for their making Insurance, those Lenders should be looked upon as Insurers, and consequently bear those Averages the Insurers do.

N^o. 661. XVII. CONTRACTS on Bottomree shall nevertheless be answerable for the Value of Goods saved from Shipwreck.

XVIII.

XVIII. IF on the same Cargo there be a Bottomree Contract, N°. 662. and also an Insurance made thereon, the Lender on Bottomree shall have the Preference of the Insurers on the Effects that may be saved, only for his Capital.

Of Insurances.

I. **T**O all our Subjects, and even to Foreigners, we allow to insure, and have Insurance made, in our Dominions, on Ships, Goods, and other Effects that may be carried by Sea, or navigable Rivers. And to the Insurers to stipulate and fix a Price for the Consideration whereof they take on themselves the Risk. N°. 663.

II. THE Contract, called the Policy of Insurance, shall be drawn up in writing, and may be executed as a private Deed. N°. 664.

III. THE Policy shall contain the Name and the Place of Residence of the Person who has the Insurance made; whether he be the Proprietor of what he insures, or acts as Factor; the Effects whereon the Insurance shall be made; the Name of the Vessel, and the Master; the Place where the Goods have been or shall be laden; the Port whence the Ship shall depart, or is departed, where she shall load, and unload, and those she may touch at; when the Risk shall begin, when end; the Sum insured; the Premium or Cost of the Insurance: a Declaration that the Insurer and Insured agree to submit to Arbitration any Difference that may arise; and generally all other Clauses and Conditions which they may have agreed to Insert. N°. 665.

IV. NEVERTHELESS Insurance may be made without declaring the Name of the Master, or the Vessel, or Cargo, which may come into *Europe*, from *Turky*, the Coasts of *Africa*, or other Parts of the World, provided that the Name of the Person to whom they may be consigned, be declared in the Policy. N°. 666.

V. IF the Policy do not fix the Time when the Risk shall begin, and when end, it shall be as set forth in the *xiii*th Article of the Chapter relating to Bottomree Contracts. N°. 667.

- N^o. 668. VI. THE Premium or Cost of the Insurance shall be paid in full upon underwriting the Policy ; but if Insurance be made on Goods out, and home, and that the Ship being arrived at the outward-bound Port do not return, the Insurer shall repay One Third of the Premium, except it be otherwise covenanted.
- N^o. 669. VII. INSURANCES may be made on the Hull, and Keel of a Ship, empty, or laden, before, or on the Voyage, on victualling, and on Goods, jointly, or separately laden in a Ship of Defence, or not so; alone, or in Company with other Vessels; out, or home; for a whole Voyage, or for a limited Time.
- N^o. 670. VIII. IF Insurance be made on the Hull and Keel of a Ship, her Tackle, Apparel, fitting, and victualling, or on a Part thereof, the Valuation shall be made in the Policy. The Insurer nevertheless in case of Fraud may insist upon a new Valuation.
- N^o. 671. IX. ALL Seamen, Passengers, and others, may have Insurance made on themselves against Slavery : In this Case the Policies shall contain the Name, Country, Place of Abode, Age and Quality of the Person whereon Insurance is made; the Name of the Ship, of the Port she departs from, and whither she is ultimately bound; the Sum which shall be paid in case of Capture, as well for the Ransom, as for the Charges of Return; to whom the Money shall be paid; and the Penalty for Non-Payment.
- N^o. 672. X. WE forbid making Insurance on the Lives of any Persons.
- N^o. 673. XI. THOSE however who shall redeem Captives may insure on them the Price of their Ransom, which the Insurers shall pay if in their Way back they be retaken, killed, drowned, or if they die otherwise than by a natural Death.
- N^o. 674. XII. WOMEN may lawfully engage themselves and their Dowers to get their Husbands out of Slavery.
- N^o. 675. XIII. HE who, on a Wife's Refusal, and being juridically authorised, shall lend Money for the Ransom of a Slave, shall have Preference of the Wife on the Husband's Effects, except in respect to her Dower.

XIV. MINORS with the Advice of their Guardians may do the same to release their Father from Slavery, and they shall not have any Pretension for Restitution. N°. 676.

XV. THE Owners of Ships and the Masters shall not have Insurance made on the Freight their Vessels may make; nor shall the Merchants on an expected Profit on their Goods, nor Seafaring Men on their Hire. N°. 677.

We are of Opinion, that as in case of a gross Average the Owners of a Ship must contribute thereto, on One Half of the gross Freight, they ought to be permitted to insure on that Half, and the Insurer should be liable for all Risks on the same.

XVI. WE expressly forbid those who may take up Money on Bottomree to have Insurance made thereon; under the Penalty of the same being declared invalid, and of corporal Punishment. N°. 678.

XVII. THE Lenders on Bottomree, under the same Penalty, shall not insure the Profit on the Sum lent. N°. 679.

XVIII. THE Insured shall always run One Tenth Part Risk of the Value of the Effects laden, except in the Policy it be expressly declared, that the Whole is to be insured. N°. 680.

XIX. IF the Insureds be on board the Ship, or that they be the Owners of her, tho' they do declare that they insure the Whole, yet shall they be obliged to run One Tenth Part of the Risk. N°. 681.

XX. IT shall be lawful for *Insurers* to have Reinsurance made on the Effects by them *insured*. And to the *Insured* to have *Insurance* made on the Cost or Premium of the *Insurance*, and the Solvability of the *Insurers*. N°. 682.

XXI. THE Premiums of the Reinsurance may be either more or less than those of the Insurance. N°. 683.

XXII. WE forbid making any Insurance or Reinsurance on Goods, or Effects, above their Value, in one or more Policies, under the Penalty of such Insurance being invalid, and Confiscation of the Goods. N°. 684.

- N^o. 685. XXIII. IF nevertheless a Policy be made, without a fraudulent Intention wherein the Valuation of the Effects exceed their real Worth, that Policy shall be valid to the Amount of their intrinsic Value, and in case of Loss the Insurers shall be answerable for the same, each in Proportion to the Sums by them underwrote; as also to return the Premium of the surplus Value, retaining Half *per Cent*.
- N^o. 686. XXIV. MOREOVER if there should be several Policies made without a fraudulent Intention, and the first Policy amount to the Value of the Effects laden, it shall alone hold good. The other Insurers shall withdraw their Insurance, and return the Premium, keeping Half *per Cent*.
- N^o. 687. XXV. IN case the first Policy should not contain the Amount of the Effects laden, the Insurers on the second shall be answerable for the Surplus. If there be Effects laden to the Amount of all the Insurance made, then, in case of Loss of a Part, it shall be paid by all the Insurers, so much *per Cent*. on what they have underwrote.
- N^o. 688. XXVI. INSURERS shall be answerable for all Losses or Damage which shall happen at Sea by Tempest, Shipwreck, Stranding, running foul of other Ships, changing the Course, or the Voyage, or the Ship; Jettison, Fire, Capture, Plundering, Detention of Princes, Declaration of War, Reprisals, and generally all other Accidents of the Sea.
- N^o. 689. XXVII. HOWEVER if the Change of the Course, the Voyage, or the Ship proceed from an Order of the Insured without the Consent of the Insurers, they shall not be answerable for the Risks. Moreover this shall likewise hold good in regard to all other Losses, or Damage, which may happen by the Act or Fault of the Insured; nor shall the Insurers be obliged to return the Premium if they have begun to run any Risk.
- N^o. 690. XXVIII. NOR shall the Insurers be answerable for the Loss or Damage that may happen to Ship or Goods thro' the Fault of the Masters, or Mariners, if by the Policy they be not liable to the Barratry of the Master.

XXIX. THE Loss, Diminution, or Waste, that may happen from the perishable Quality of any thing, shall not fall on the Insurers. N^o. 691.

XXX. NOR shall they be answerable for Pilotages, Warpings in, Customhouse Dues, Reports, Anchorages, or any other Dues, or Impositions, on Ship, or Goods. N^o. 692.

XXXI. IN the Policy shall be specified those Goods that are subject to Leakage; without which the Insurers shall not be answerable for the Damage that may happen to them by Storm; except the Insurance be made upon Returns from foreign Countries. N^o. 693.

XXXII. IF an Insurance be made and particularised to be on several Ships, and the Whole of what was to be laded be put in one Ship, the Insurer shall not be answerable for more than he may have underwrote on the particular Ship, tho' all the others should happen to be lost, and he shall return the Premium of the Overplus, reserving Half *per Cent*. N^o. 694.

XXXIII. WHEN Masters of Vessels have Orders to touch at different Ports, the Insurers shall not be liable to Accidents that may happen to Goods on Shore, tho' they were destined for the Cargo of the Ship on which they underwrote, and she was in Port to take them in, except there be a particular Agreement in the Policy. N^o. 695.

XXXIV. IF Insurance be made for a fixed Time without declaring the Voyage, the Insurer, when that Term is elapsed, is free from his Obligation, and the Insured may get a new Insurance done. N^o. 696.

XXXV. BUT if the Voyage be declared in the Policy, the Insurer shall run the whole Risk of the Voyage, provided that there be an Augmentation of Premium, in case the Voyage be longer than the Time limited. In case the Voyage be less, the Insurer shall not return any Premium. N^o. 697.

XXXVI.

- N^o. 698. XXXVI. INSURERS shall be exempted from the Risk, yet shall get the Premium, if the Insured, without their Consent, send a Ship to a Port at a greater Distance than what is mentioned in the Policy, tho' it be in the same Course; but an Insurance shall fully hold good, if the Voyage be only shortened.
- N^o. 699. XXXVII. IF by the Insured the Voyage be broke before the Departure of the Ship, the Insurance shall be made void, and the Insurers return the Premium less One Half *per Cent*.
- N^o. 700. XXXVIII. WE declare void the Insurance that may be made after the Loss, or the Arrival, of Things insured, provided the Insureds knew or could know the Loss, or the Insurers the Arrival, before the underwriting of the Policy
- N^o. 701. XXXIX. IT shall be presumed that the Insured knew of the Loss, and the Insurer of the Arrival, if the News thereof could have been brought from the Place of the Loss, or of the Arrival, since it happened; reckoning at the Rate of a League and half in an Hour, exclusive of other Proofs that may be alledged.
- N^o. 702. XL. IF however the Insurance be made on good or bad News, it shall subsist, except it shall be proved exclusive of the allotted Time of a League and a half in an Hour, as above; that the Insured knew the Loss, and the Insurer the Arrival of the Vessel, before the underwriting of the Policy.
- N^o. 703. XLI. THE Insured, if it be proved against him, shall repay to the Insurer what he may have received, and double Premium. And if Proof be made against the Insurer, he shall repay the Premium, and twice that Sum to the Insured.
- N^o. 704. XLII. WHEN the Insured shall receive Advice of the Loss of a Ship, or of Goods insured, of the Detention by Princes, and of any other Accidents for which the Insurers are answerable, he shall forthwith signify and make known the same to them, protesting that he shall make a Cession or Abandon to them at a proper Time.
- N^o. 705. XLIII. THE Insured may, instead of such Protestation, at once make his Cession or Abandon, and summons the Insurers to pay the Sum insured, as stipulated by the Policy.

XLIV. IF

XLIV. If the Term for Payment be not fixed by the Policy, the Insurer shall be obliged to pay the Insurance in three Months after Intimation of the Abandon. N^o. 706.

XLV. In case of Shipwreck or Stranding, the Insured may endeavour, and work at the saving of the Goods, without prejudicing himself as to any Cession or Abandon which he may afterwards make. He shall also be repaid his Charges, the Account of which shall be credited on his Oath, to the Amount of the Value of what may be saved. N^o. 707.

XLVI. No Cession or Abandon shall be made, except in case of Capture, Shipwreck, Stranding, Detention by Princes, or the entire Loss of the Goods insured. All other Damages shall be reputed to be Average, which shall be settled between the Insurers and the Insured, according to their several Concerns. N^o. 708.

XLVII. No Cession or Abandon shall be made of a Part of any Concern or Interest, and the Remainder kept; nor shall there be a Demand for Average except it exceed One *per Cent*. N^o. 709.

XLVIII. ALL Cessions or Abandons, as well as all Demands in Virtue of the Policy, shall be made as follows: N^o. 710.

In six Weeks for Losses happening on the Coasts of the Country where the Insurance was made.

In three Months, in other Provinces of our Kingdom.

In four Months, on the Coast of *Holland, Flanders, and England*.

In a Year, in *Spain, Italy, Portugal, Barbary, Muscovy, Norway*; and in two Years, for the Coasts of *America, the Brasils, Guinea*, and other distant Countries. When these Terms shall be elapsed, the Insured's Demands shall afterwards not be admitted.

LIX. On the Detention by Princes, the Cession or Abandon shall not be made before six Months, if it happen in *Europe* or in *Barbary*. If in a more distant Country, in a Year; both to commence from the Day of the notifying this Detention to the Insurers. The Non-admittance of the Insured's Demands in the preceding Article shall only after these Terms elapsed take Place. N^o. 711.

- N^o. 712. L. NEVERTHELESS, if Goods detained be of a perishable Nature, the Cession or Abandon may be made after six Weeks, if they be stopt in *Europe*, or in *Barbary*; and after three Months, if in a more distant Country, from the Day of the Notification of such Detention to the Insurers.
- N^o. 713. LI. THE Insured shall be obliged, during the Terms mentioned in the two preceding Articles, to use their utmost Diligence for the clearing or taking off the Detention. And even the Insurers themselves may do the same if they think fit.
- N^o. 714. LII. If a Ship be stopt by our Orders in any of the Ports of our Kingdom before the Voyage be begun, the Insured shall not, on Account of this Detention, abandon or cede their Effects to the Insurers.
- N^o. 715. LIII. THE Insured shall be obliged, when he makes his Cession or Abandon, to declare all the Insurances he may have made, and what Money he may have taken on Bottomree, on the Effects he has insured; under the Penalty of invalidating his Insurances.
- N^o. 716. LIV. IF the Insured shall secrete either Insurances, or Bottomree Contracts, and that those, together with what he may have declared, do exceed the Value of the Effects insured, the Insurances shall be void, and the Insured obliged to pay the Sum borrowed, tho' the Ship be taken or lost.
- N^o. 717. LV. MOREOVER if he sues for the Payment of the Sum insured, above the Value of his Effects or Interest, he shall be exemplarily punished.
- N^o. 718. LVI. INSURERS on a Cargo shall be obliged to pay the Sums by them underwritten, only to the Amount of what the Insured shall prove the Shipping and the Loss of.
- N^o. 719. LVII. THE Proofs of the Shipping and Loss of the Effects insured, shall, immediately after the Notification of the Cession or Abandon, be communicated to the Insurers; who, before such Notification, shall not be liable to be sued for the Payment of the Sums insured.

LVIII. NEVER-

LVIII. NEVERTHELESS if the Insured receive no News of his Ship, he may, at the Expiration of a Year for common Voyages, reckoning from the Day of the Departure, and after two Years for those at a great Distance, make his Cession or Abandon to the Insurers, and demand Payment, without being obliged to produce any Certificate of the Loss. N^o. 720.

LIX. Voyages from *France* to *Muscovy*, *Greenland*, *Canada*, *Newfoundland*, its Islands and Banks, and other Coasts and Islands of *America*, to *Cape Verd*, and the Coast of *Guiney*, and all others which may be made beyond the Tropic, shall be reputed long Voyages, or at a great Distance. N^o. 721.

LX. AFTER the Cession or Abandon is made, the Effects insured shall belong to the Insurer, who shall not, under the Presence of waiting for the Return of the Ship, put off the Payment of the Sums insured. N^o. 722.

LXI. THE Insurer shall be allowed to produce Proofs against any Documents the Insured may give; nevertheless he shall, in the mean Time, pay the Sum by him underwrote, upon the Insured's giving Security. N^o. 723.

LXII. THE Master who may have Insurance made on Goods loaden in his Vessel, shall in case of Loss be obliged to prove the buying of them, and produce a Bill of Lading signed by the Purser or Mate. N^o. 724.

LXIII. ALL seafaring Men, who bring Goods from abroad to *France*, and there have Insurance made, shall be obliged to leave a Bill of Lading in the Hands of the Consul, or his Chancellor, if any, where the Goods are loaden; if no Consul, then in the Hands of a reputable *French* Merchant. N^o. 725.

LXIV. THE Value of Goods shall be proved either by Book or Invoice; if not, they shall be estimated according to the Price which was current at the Place when and where shipped, including all Customs and Charges till on board, except in the Policy a Valuation of them be made. N^o. 726.

LXV. IF the Insurance be made upon Return from a Country where Trade is carried on by Barter, the Valuation of those

Returns shall be made on the Cost of those given in Barter, adding thereto all Charges.

- N^o. 728. LXVI. IN case of Capture, the Insured may ransom their Effects, without waiting for Orders from the Insurers if they could not advise them of it. They however shall be obliged to let them know afterwards in Writing, what Sum was paid for the Ransom.
- N^o. 729. LXVII. THE Composition for the Ransom the Insurers may take on themselves, in proportion to their Concern; in which Case they shall be obliged to declare immediately that they will contribute towards the Payment of the Ransom, and will run the Risk of the Return: if not, they shall pay the Sum by them insured, and have no Pretension on the Effects ransomed.
- N^o. 730. LXVIII. WE prohibit all Police Clerks, Secretaries of Insurance-Chambers, Notaries, or Brokers, to have Policies underwrote in which any thing is left in Blank, under the Penalty of Costs or Damages: nor shall they be concerned in Insurances directly or indirectly themselves, or by other Persons, or take any Cession of the Rights and Interest of the Insured, under the Penalty of Five hundred Livres for the first Time, and in Case of Recidivation, to be deprived of their Employment: which Penalties shall not be in any Manner moderated.
- N^o. 731. LXIX. WE enjoin under the above Penalty that they keep a proper Register marked on every Leaf by the Lieutenant of the Admiralty, wherein they shall keep an Account of the Policies they shall draw up.
- N^o. 732. LXX. IF in the Policy there be a Declaration that any Dispute shall be left to Arbitration, and one of the Parties demand Arbitrators before any Litigation be begun, the other Party shall be obliged to agree to it; and refusing to name them, the Judge shall do it.
- N^o. 733. LXXI. IN eight Days after the Arbitrators are named, the Parties shall produce their Documents; and in eight Days after that, shall Sentence be given.
- N^o. 734. LXXII. Such Awards by Arbitration shall be registred or ratified in the Court of the Admiralty where they were made. We pro-

prohibit the Judge thereof, under any Pretence whatsoever, to take Cognizance of the Merits of the Cause, under Pain of Nullity, and the Penalty of Damages and Costs.

LXXIII. ANY Appeal from an Award by Arbitration after the registering thereof shall be to our Parliaments, where, until the Amount of the Sentence be paid, it shall not be received. N^o. 735.

LXXIV. IF Security be given to the Judges who register the Sentence of Arbitration, the same shall be executed notwithstanding the Appeal. N^o. 736.

Of Averages.

I. ALL extraordinary Charges made for Ships and Goods jointly, or separately, and all Damage that may happen after the Lading and Departure, to their Return and Unlading, shall be reputed Average. N^o. 737.

II. THE extraordinary Charges for the Vessel alone, or for the Goods alone, and the particular Damage that may happen to them, are particular and simple Averages. The extraordinary Expences made, and the Damage suffered, for the common Good and Safety of the whole, both Goods, and Ship, are gross, or *general Averages*. N^o. 738.

III. SIMPLE or particular Averages shall be borne and paid by that Thing which has suffered Damage, or caused the Expence. The gross or *general Averages* shall fall as well on the Ship, as on the Goods, and shall be so much *per Cent* on the whole. N^o. 739.

IV. THE Loss of Cables, Anchors, Sails, Masts, and Rigging, happening by Storm, or other Accident at Sea ; the Damage caused to Goods by the Fault of the Master ; or by the Crew not having well lashed down the Hatches, moored the Ship, furnished proper Tackle, Ropes, or otherwise, shall be reputed simple Average, and shall be borne by the Master, the Ship, and the Freight. N^o. 740.

V. THE Damages Goods are liable to by their own Nature, by Storm, Capture, Stranding, or Shipwreck ; the Charges for N^o. 741.

Salvage, and the Duties, Impositions, and Customs, are also simple Averages, and shall be borne by the Owners.

N^o. 742. VI. Goods given by Way of Composition to Pirates for Ransom of Ship, and of Goods, those thrown over board, the Cables and Masts broken, or cut, the Anchors and other Effects which may be abandoned or left for the general Good of the whole; the Damage happening to Goods remaining by the throwing others over-board, the Curing and Maintaining of the Seamen, who may be wounded in the Defence of the Ship, and the Charge of unlading, to get into a Harbour, or River, or for getting a Vessel a-float, are gross, or *general Averages*.

N^o. 743. VII. THE Maintainance and Pay of Seamen in a Ship stopped by superior sovereign Power, shall be reputed gross Average, if the Ship be hired by the Month. If by the Voyage, they shall be borne by the Ship alone as simple Average.

By the xvth Article of the Section, concerning Freight, both these Cases are declared as an Average. The Reason why by this, what relates to the Vessel by the Months shall be deemed Gross, and that hired by the Voyage, or the Run simple, or particular Average, is what, we conceive, wants Explanation. If the Master keep his Crew on board, tho' at free Liberty to discharge them, for the Preservation and better Security of the Ship and Cargo, the Charge thence accruing should certainly be deemed gross Average, whether hired by the Month, or the Voyage; but this is not always the Case, as shewn in *Essay* § 57. pag. 67. We must add, that both Ship and Cargo should bear their Share of the Loss or Detriment caused by the Detention: but the Ship being hired by the Month, that the Ship's Hire during the Detention should cease, and only the Hire and the Maintenance of the Crew be made good both by the Ship and the Cargo.

N^o. 744. VIII. Pilotage and other Helps to come into a Harbour, or River, or to go out, are petty Averages, which shall be paid One Third by the Ship, and the remaining Two Thirds by the Goods.

N^o. 745. IX. CLEARANCES, Reports, Visits, Anchorage, Buoy Moneys, shall not be reputed Average; but be paid by the Masters of Vessels.

N^o. 746. X. IF Ships run foul of one another, either on the Voyage, in a Road, or in Port, the Damage shall be paid equally by both.

In what Manner, see *Essay*, §. 66.

XI. IF

XI. IF, however, the running foul shall be by the Fault of one of the Masters, the Damage shall be made good by him who was the Cause of it. N^o. 747.

Of Jettison and Contributions.

I. IF by Storm, or by Chace of Enemies, or Pirates, the Master thinks himself obliged to throw overboard Part of his Loading, to cut or strain his Masts, or to quit his Anchors, he shall take the Advice of the Merchants who may be on board, and of the chief Part of his Crew. N^o. 748.

II. IF there be a Difference in Opinion, that of the Master and Crew shall be followed. N^o. 749.

III. THE Things belonging to the Ship the least useful, the heaviest, and the least valuable, shall be the first thrown overboard, and afterwards the Goods between Decks. Nevertheless the whole shall be left to the Master's Choice with the Advice of the Crew. N^o. 750.

IV. THE Purser, or he who may act for him, shall, in his Journal, write as soon as possible, the Deliberations of the Crew, and shall have it signed by those whose Advice was asked; if not, he shall mention the Reason why they did not so sign, and he shall keep a Note, as near as possible, of those Things that may have been thrown overboard, or are damaged. N^o. 751.

V. AT the first Port where the Ship shall touch, shall the Master declare before the Judge of the Admiralty, if there be any; if none, before any other; the Reason of his Jettison, or his cutting away, or having cut or sprung his Masts, or quitted his Anchors; and if it should be in a foreign Country, he shall make his Declaration before the *French* Consul. N^o. 752.

VI. THE stated Account of the Costs and Damages shall be made at the Suit of the Master, at the Place where the Ship unloads; and the Goods thrown overboard, and those saved or preserved shall be valued at the Price there current. N^o. 753.

VII. FOR

- N^o. 754. VII. FOR the Payment of Losses and Damages, a Repartition shall be made on the lost Effects and those saved, and on half the Ship and Freight, so much *per Cent*.

We apprehend it to be the gross Freight of the Goods on board, which shall contribute for one half; and that the other half is supposed to be absorbed or sunk by the Charges of Wages, Provisions, &c. See *Essay*, § 54. p. 39. and *Case* 8. N^o. F. *Case* 9. N^o. G.

- N^o. 755. VIII. THAT a Judgment may be formed of the Quality of the Goods thrown overboard, the Bills of Lading, and Invoices if any, shall be exhibited.

- N^o. 756. IX. IF the true Quality of any Goods should be concealed in the Bill of Lading, and that they should be found of greater Value than declared by the Shipper, they shall contribute, in case they be saved, for their true Value, and if lost they shall not be paid for but as they are set forth in the Bill of Lading.

- N^o. 757. X. IF, on the other Hand, the Goods are found of an inferior Quality, and they be saved, they shall contribute on the Footing of the Declaration made; and if they be thrown overboard or damaged, they shall only be paid for on their real Value.

- N^o. 758. XI. AMMUNITION, and Stores, Wages or Hire, and Cloaths of Seamen, shall not contribute towards the Jettison: Nevertheless whatsoever of them shall be thrown overboard shall be paid for out of the other Effects.

- N^o. 759. XII. THOSE Goods or Effects for which there shall have been no Bill of Lading, if thrown overboard, shall not be paid for; but if any are saved they shall contribute their Proportion.

The Meaning can only be, that if any Goods, whereof no Bills of Lading were given to be signed are designedly concealed aboard, by the Officers, Sailors, or Passengers, to defraud the Ship of its Freight, such Goods thrown overboard shall not be paid for: as a Penalty to hinder Concealment, see *Essay*, § 56. but that when a Ship is upon its Departure, and for Want of Time signs no Bills of Lading, it cannot be of any Prejudice to the Shipper.

- N^o. 760. XIII. NOR shall any Contribution be demanded for Goods thrown overboard or damaged, if they lye upon Deck; but they

they shall bear their Part if saved. The Owner, however, may, in this Case, have Recourse against the Master.

XIV. NOR shall any Thing be contributed towards any Damage done the Vessel, except it was expressly done to facilitate the Jettison. N^o. 761.

XV. IF the Jettison save not the Ship, there shall be no Contribution; and those Goods that may be saved after Shipwreck, shall not be liable towards the Payment or making good of those thrown overboard, or damaged. N^o. 762.

XVI. BUT if a Vessel shall have been saved by a Jettison made, and pursuing its Voyage shall afterwards be lost, the Effects saved from the Shipwreck shall contribute towards the Jettison, according to their Value, in the Condition they may be found, the Charges of Salvage first deducted. N^o. 763.

XVII. THE Goods thrown overboard shall in no wise contribute towards the Payment of Damages happening after the Jettison to the Effects saved [a], nor the Goods towards the Payment of the lost or stranded Ship. N^o. 764.

[a] The Meaning is, towards its particular Damages.

XVIII. HOWEVER if the Ship be cut into, or ripped open, by the Agreement of the Crew, and the Merchant, if on board, in order to get to the Goods, the Goods shall contribute towards the making good the Damage done to the Vessel to get them out. N^o. 765.

XIX. IF Goods put into Lighters, in order to lighten a Vessel, to facilitate her coming into Port, be lost, a Repartition shall be made of their Value upon the Ship, and her whole Lading. N^o. 766.

XX. BUT if the Ship be lost with the Remainder of her Cargo, no Repartition shall be made on the Goods put into Lighters, though they arrive safe. N^o. 767.

XXI. IF any liable to contribute refuse to pay their Share, the Master may detain, and even sell juridically, of their Goods to the Amount of their Part. N^o. 768.

XXII. IF,

N^o. 769. XXII. IF, after a Repartition made, the Effects thrown over-board be recovered by the Owners, they shall be obliged to return to the Master and others concerned, what they shall have received for their Part of the Contribution, deducting the Damage that may have been caused by the Jettison, and the Charges of the Recovering.

Form of a Policy of Insurance at Rouen, 1742.

N^o. 770. **I**N the Name of God, *Amen*. We the underwritten Merchants of this City of *Rouen* acknowledge and confess to have taken, at our Risks, Perils, and Chance, from you Messieurs *Charles* and *Peter Bournisien*, Brothers, also Merchants of the said City of *Rouen*, who agree to this, for the Sums which each of us shall have hereunder signed, all the Losses and Damages which may happen, during the Course of the Voyage hereafter noted, on the Effects hereunder particularized ; whether by Storms, Wreck, Stranding, Boarding, changing the Course, the Voyage, or the Ship ; Jettison, Fire, Prize, Plunder, Seizure, Declaration of War, Barretry of the Master, and generally all other Chances of the Sea ; putting ourselves in your Place, to indemnify you ; you the Assured paying us in ready Money the Premium or Profit of the Risks of the said Assurance, as the same shall be hereafter agreed to and concluded : each of us in particular promising, that if there happen any Loss or Average on the Effects, either Ship or Goods, insured by us, which God forbid, we will pay to you the Assured the Sums which shall appear to be due, as soon as the Loss or Average shall be inspected into and adjusted, upon Condition that if any Contest arise for the Execution of the present Policy, its Circumstances and Dependencies, it shall be settled by two Merchants of the Place, who shall be thereunto appointed, *viz.* one by the said Assured, and one by us the Assurers ; engaging ourselves to stand to their Opinion ; and if they should disagree, they shall take a third Merchant also of the Place, not suspected by the Parties, by whose Sentiment you the Assured, and we the Assurers, engage to abide, or the Dissenter to be bound in the Penalty of twenty four Livres, to be divided, *viz.* half to the Acceptor, and the other half to the Poor of the *Hôtel-Dieu*, and Invalids, before any Provision or Recovery of Money ; all according to the Sea Laws
of

of 1681, Title VI. of Assurances, which we the said Assurers and Assured promise to follow and execute; which Risks we have taken of you Messieurs *Charles* and *Peter Bournissien*, Brothers, for Account of whom it may concern, on Effects loaden, or to be loaden, in the Bay of *Cadiz*, in the *French Ship* from *St. Malo*, called the *Lys*, Capt. *Duguen*, which is equipping in the Bay of *Cadiz* for the South Sea, with Licence of the Court of *Spain*, calling at *Montivideo*, where she is to land Ammunitions, which she takes in at *Cadiz* for his Catholic Majesty, as the Governor shall direct her Course for the *South Sea*; the Risk to commence from the Day and Hour that the said Effects shall have been loaden in the said Ship, until their Arrival at their designed Port, and that they be landed there either directly out of the Ship, or out of the Lighters necessary to carry them ashore: As also on the Returns for the said Effects, either in Money or Goods, from the Day and Hour that the same shall have been put on board the Lighters at the *Indies*, and shipt in the said Ship the *Lys*, until her Return to *Cadiz*, or any other Port of *Spain*, *Portugal*, or *France*, where the said Risks shall end, after the said Returns, either Money or Goods, shall be landed. And the said Captain shall have Liberty, in going out, or coming home, to touch at one or several Ports of the *Spanish*, *French*, or *Portuguese* Colonies, to get Intelligence; and it is further allowed to load the said Goods, and make up the Invoices thereof, as shall be thought proper at *Cadiz*, obliging ourselves to declare to you the Nature of the said Effects, their Marks and Numbers, if any, within two Months from the Date hereof. With Permission also to you the Assured to get their entire Value insured for the Sum of Twelve thousand Livres *Tournois*, at Forty *per Cent.* Premium, received from you the Assured in your Note of this Date, payable in a Year, the Value for the Premium of the said Assurance, under the Obligation of us the said Assurers, to pay and reimburse in ready Money, either in Gold or Silver Coin, and not otherwise, the Loss or Averages, which God forbid! Of which Reimbursement your said Note shall be in Part, in case the said Reimbursement take Place, which God forbid! before it becomes due; and that the Value of each hard Dollar of the *Indies* shall be esteemed for 9 Ryals Plate in *Spain*, altho' the Freight and Indulto might amount to more or less; having agreed betwixt us, that in case of a Loss in the out Voyage, we the said Assurers

will return to you the said Assured, besides the Capital insured, one third Part of the Premium received, in Consideration of the Risks that should then not have been run for the Return, because, in case of Plunder or Average, we shall only be obliged to pay the Overplus of 4 *per Cent.* for each of the Sums the present Policy shall consist of; having further agreed that you the said Assured shall be at Liberty to reduce this present Assurance to the Risks of the out Voyage only, at 25 *per Cent.* Premium, if you declare us your Choice within two Months from the Date hereof. *Rouen* the 12th of *February* 1742.

Signed *Ch. and Pierre Bournissien, Freres.*

And lower down,
For 12000 *£*. We run the Risk of Twelve Thousand Livres *Tournois*, at Forty *per Cent.* Premium, on the Conditions expressed in this Policy.

Signed, Widow *Tbo. Planterose, & Marie,*
Ph. Deschamps et Fils.

And further down is wrote,
We declare to Messieurs the Assurers, that, in Conformity to the Orders received of the Owners of this Assurance, for Twelve Thousand Livres, we consent that this Assurance shall only be valid for the out Voyage from *Cadix* to *Lima*, at the Premium of only Five-and-twenty *per Cent.* and that this Assurance is applied to the Five-and-Twenty Thousand One hundred and Sixty-five Ryals, given on Bottomry by the said Owners of the said Assurance, on Effects loaden in the said Ship the *Lys* for the *South Sea*, in the Names and to the Consignations specified and particularized in the Note more at large, and by us certified, conformable to that which has been sent us by the said Owners, and by us presented to the said Assurers. *Rouen*, the 3d of *April* 1742.

: Signed *Ch. et Pierre Bournissien, Freres.*

Nº. 9.

Extract of the Prussian maritime Laws.

CHAP. VI. *Of Insurance.*

First of valid Insurances.

I. **A**S every one, whether a Denizon or Foreigner, who is duly authorized to improve his Property, shall within His Majesty's Dominions be allowed to transact Insurances, or insure, or cause to be insured, all Sorts of Ships and Goods; so all Principals or Agents, especially the Brokers who are employed herein, shall in all Points, according to this and other Royal Ordinances, deal truly, equitably, and honestly, without any Imposition or Fraud, on Forfeiture of all Profits otherwise accruing from thence, and of any Compensation for the Costs and Damages, besides heavy Fines and corporal Punishments.

Nº. 771.
Insurances allowed to all, but equitably, and without Deceit.

II. No Insurance shall be deemed valid in a Court of Judicature, unless a Policy, either printed, or written in due Form, and signed, be produced; or, where Time would not permit Execution of such Instrument, the Insurance was agreed to and determined in the Presence of a sworn Broker.

Nº. 772.
A Policy required in all Insurances.

III. IN every Policy shall be specified the Names of the contracting Parties, and whether they contract as Principals or Agents; the Name and Place of Abode of the Master of the Ship; likewise of the Ship, together with its Built and Burden; where lying; the Ports or Places where it is to take in or deliver its Cargo, and likewise put in during the Voyage; the particular Goods insured, especially Gold and Silver, in Coin or Bullion; Jewels and Goods easily damageable, or which may diminish by Leakage. Nevertheless, where the Person insuring could not for good Reasons particularize the Nature of the Goods and Ship, the Insurance may be concluded in general Terms, the Goods and Ship not being prohibited; but this must be clearly and explicitly set forth in the Policy, and likewise, as the Circumstances shall require, the Provisions in *Art. xv.* being also duly observed.

Nº. 773.
What must be specified in the Policy.

N^o. 774. *How the Policies are to be signed.* IV. The Instrument or Policy of Insurance shall be signed by every Insurer; and besides their Names, the Sum insured shall be set down, both in Figures and Letters of their own writing.

N^o. 775. *When the Premium is to be paid.* V. THE Policy being underwritten, and without any particular Agreement concerning the Deposit of the Premium, it shall be paid within 24 Hours; after which Space the Insurers may chuse whether they will still accept of it, and be farther bound by the Policy, or not; but the Person insuring shall still be bound by the Contract, and to lay down the Premium, till the Insurer either expressly refuses to accept of it, or requires the Policy to be returned to him..

N^o. 776. *What Sum allowed to be insured.* VI. No Insurer shall be allowed to insure above 2000 Rix Dollars, on his own Account, on any Ship or other Vessel, or its Cargo, or on both jointly or separately, without special License of the Insurance-Chamber, on Forfeiture of the Premium, and annulling the Insurance, with regard to the Excess of the Sum mentioned.

N^o. 777. *Things to be insured at an equitable Rate, and not above their Value.* VII. ALL the Particulars insured shall be rated in the Policy at a certain Price; which, in regard to the Ship, shall be to its full Value at the Time of making the Insurance, and of fitting it out; but in regard to the Goods, according to the original Purchase-Money, together with all Charges preceding their being put on board. And if any one freights and insures his Goods according to the current Price, this must be clearly set down in the Policy; but no Person is to presume to offer any Thing to be insured above the legal and constituted Value.

N^o. 778. *What is to be done when any Thing is insured above its Value.* VIII. IF any one, from an eager Desire of Gain, shall run the Risk of insuring a Ship or Goods to a greater Sum than their equitable Value, he shall be severely punished according to the Circumstances, the Insurance shall be void, and the Premium fall to the Insurer; but if by Accident, and without any evil Design of the Party insured, the Value insured exceeds the usual and equitable Worth of the Ship or Goods, the Insurance shall, indeed, remain in its full Force; but the Insurers, in Case of Loss or Damage of the Goods insured, shall not be bound to pay more than their actual Worth, and in Proportion to the Sum for which they respectively bound themselves. Likewise what Overplus

plus they received in the Premium on Account of this Abatement, after a Deduction of half *per Cent.* they are to return to the Parties insuring.

IX. IN case it be not clearly expressed in the Policy that the Parties insured have not insured the full and entire Worth of the Goods insured ; the Tenth Part of them shall always remain to their Account and Hazard ; and the Insurers, upon any accidental Loss or Damage, shall be obliged to indemnify them no farther than in $\frac{2}{10}$.

N^o. 779.
The Party insured stands to the Danger of one Tenth Part of the Value.

X. ALL Insurances on expected Gain, Wagers, or such Inventions, future Freight-Monies, Seamens Wages, and Mens Lives, are universally forbid, and declared of no Force ; the Seamen are however permitted to insure what Goods or Effects they may have, nor is any one going on a hazardous Voyage prohibited from insuring by a Policy lawfully executed, a certain Sum of Money for his Ransom in case of being taken.

N^o. 780.
In what Insurances are not to be allowed.

XI. PROVISIONS appointed for the Use of the Ship, likewise its military Stores, as Arms, Powder, Ball, and the like, may be insured, according to their full Worth, along with the Ship, but not alone and separately ; and in case of a subsequent Loss of the Ship, the Insurer is bound to pay for the whole Quantity, altho' all or Part of the Provisions insured may have been expended.

N^o. 781.
Of Provisions and warlike Stores.

Note, According as Ships advance in their Voyages, and Freights become due, Provisions are consumed. Therefore, if a Ship is lost, and its Cargo saved, the Insurers upon its Provisions ought to enjoy a Part of what Freights are allowed. See *Essay*, § 18.

XII. THE Creditor or Lender of the Bottomry-Money shall be allowed to insure his Capital lent, together with the Premium paid the Insurer, but not the stipulated Agio, or other Profits of the Bottomry ; but Insurances made by the Debtor, or Borrower on Bottomry, on the same Goods and Ships so bottomryed, shall be of no Effect, but void and punishable.

N^o. 782.
Of Bottomry-Money.

XIII. ANY Insurance made on Ship or Goods, after having left the Harbour above a Month in the *Baltic*, or in other *European* Seas above three Months, shall be of no Force ; unless this Circumstance be expressly mentioned in the Policy, and it be con-

N^o. 783.
Of insuring Ships after their Departure

cluded

cluded with the Condition, “ *notwithstanding any good or bad News relating thereto;*” or that the Party insuring can make Oath that at the Time of passing the Contract he had received no Intelligence concerning them.

N^o. 784. XIV. LIKEWISE no Insurance executed after the Ship or Goods insured shall have been lost or damaged, or are arrived at their Place of Destination, shall be valid in Law; that is, in case the Party insured had Notice, at the Time of underwriting the Policy, of such Loss and Damage, or the Insurer of their safe Arrival; the contrary of which they shall be obliged to affirm upon Oath, at the Demand of the other Party.

N^o. 785. XV. WHEN a Ship, after Insurance, or likewise an insured Quantity of Goods, in whole or in Part, does not go out of the Harbour, be it with or without the Consent of the Party insured, the Insurer, deducting $\frac{1}{2}$ per Cent. shall return the Premium of the Goods which remain behind; that is, provided that the Name of the Master of the Ship be properly set down in the Policy, otherwise no Returns to be allowed.

N^o. 786. XVI. LIKEWISE they, who, with the Consent of the other Party, would transfer an Insurance of one Ship to another, or of one Kind of Goods to another, or of a larger Capital to a smaller, shall be obliged to pay the Insurer $\frac{1}{2}$ per Cent. though no such Thing had been stipulated.

N^o. 787. XVII. BOTH the Insurers and Insured shall be allowed to make After-Insurances either at a higher or lower Premium; the Insurers to the Amount of what they themselves had insured, but not more; and the Insured on Account of the Premium they have paid, and other Charges of insuring: as likewise for the more certain and equitable Payment by the Insurers, or their Solvability.

Secondly.

Of the regular Performance and Execution of Insurances.

N^o. 788. XVIII. IN case it be not expressly mentioned in the Policy, from and till what Time, the Insurer is responsible for the Danger of the Goods or Ship insured; this Danger, in respect of the Ship

Ship and its Appurtenances, shall commence from the Hour of taking in its Lading, and continue till the Ship shall have entirely delivered its Lading at the Place whither it was consigned : But as to the Goods, the Hazard of the Insurer commences from their being put on board the Ship, or any Boat or Lighter belonging to it, and continues till the said Goods, or whatever Things they be, shall be safely brought on Shore at the Place appointed, or might have been landed, within the Days allowed for Demurrage. But where the Charter-party fixes the particular Day for clearing the Cargo, the Hazard of the Insurers, after the Arrival of the Ship at the Place of Delivery, shall, for a Ship of 50 Lafts, ex- A Laft 2 Tons, pire at the End of Six working Days ; for a Ship of 100 in Ten Days, and after Fourteen for a Ship of greater Burthen.

XIX. IN all Damages and Losses, as likewise Profits and Advantages resulting from the Insurance, every one of the Insurers, without Regard to the Date of the Signature of their Policy, shall bear or receive an equal Share according to their Sum. N^o. 789.
Profits and
Losses to be
equal among
the Insurers.

XX. IN case of Damage or Misfortune, the Master of the Ship and his Men, or likewise any of the Parties insured, who may happen to be present, their Correspondents, Factors, or Servants, are authorised and obliged to do all they can in Behalf and for the Advantage of those who are absent ; consequently for preserving and saving the Ship and Goods, whether it be by advancing the necessary Charges, providing necessary Vessels, or selling the damaged Goods, Rigging, and the like ; and herein to use all possible Care and Diligence : All which the Insurers shall be bound to approve of, and, upon a Delivery of a just Inventory of the Goods saved, and an Account of the Expences incurred thereby, to reimburse them, although they should exceed the Value of the Salvage. N^o. 790.

XXI. THE Person insured having received Notice that the insured Ship or Goods are lost, stranded, arrested, or that any other Misfortune has befallen them, shall immediately notify the same to the Admiralty, or any other naval Office in the Place ; and likewise without any Loss of Time, either himself, or by his Correspondents or Agents, send the like Notice to the Insurers, or the greatest Part of them who may be nearest. N^o. 791.
Misfortunes
immediately
to be certify'd.

XXII. THE

N^o. 792.
Of the Pay-
ment and
Abandon of
Ships or
Goods lost,

XXII. THE Ship or Goods insured being entirely lost, without any Hopes of recovering them, or the Ship proving unfit for farther Service, and proper Notice having been given of this to the Insurer, the Person insured is authorised to give up the said Ship or Goods, and to abandon it, or deliver it up entirely to the Disposal of the Insurer; who, within four Weeks after Notice of the Loss, in case no other Term be stipulated in the Policy, is to make good the Sum insured.

N^o. 793.
Or in Part damaged.

XXIII. BUT when the Ship or Goods are only damaged, so that the Ship can be again rendered fit for Sea within six Months in the *Baltic*, and within Nine or Twelve in other Places, according to their Distance, and the Goods (in case according to the xxth Article it is not found more adviseable to take them out at the Place where they received the Damage) can wholly or in Part be forwarded to the Port to which they were consigned; here no Abandon or Cession is allowed, but the Person insured is to account with the Insurer for all Damages that can be proved; and the latter, unless such Damages happen to be made good by Average-Contribution, shall discharge the same within four Weeks, according to the Proportion of the Sum insured; but in case within the said Interval the Ship is not to be repaired, nor the Goods to be sold where damaged, or be carried to the Port to which they were consigned, the Party insured may relinquish the same, and demand Payment.

N^o. 794.
Cession in Part
not valid.

XXIV. ALTHOUGH neither the whole Ship nor Cargo be insured, but only a Part, yet in case of Loss or Misfortune no partial Cession shall be valid; but the Party insured must either entirely relinquish the Cargo thus insured in Part, or keep it wholly to himself; the Insurer making good such Damages only as can be proved.

N^o. 795.
Transfer and
Payment of
Goods arrested.

XXV. IN case an insured Ship or Cargo be arrested by any foreign Power, or an Embargo be laid on them, or the Master be compelled to sell them, and they are thus hindered from prosecuting the Voyage, or rendered unfit for Sea; the Party insured shall, if the Retardment happen in *Europe*, stay half a Year from the Time of receiving such Advice, and a whole Year if in any other Part of the World, before he relinquishes or gives up
to

to the Insurer the Things insured, and demands Payment; after Notice given of the Transfer, the Insurer, whether there be Hopes of recovering the Goods detained, or not, shall make the Payment within four Weeks; and the Party insured shall, at his Desire, be obliged to give sufficient Security.

XXVI. IN case, during the Arrest or other Obstruction, the Goods can be removed from the detained Ship into another that is under no Restraint, and thus be forwarded to the Port to which they are consigned, this the Insurers, or their Agents, and not the Insured or Owners, are to do to the best of their Power, and all at the Hazard and Expence of the said Insurers, and without Damage to the Goods insured; yet must the one give the other Notice of such Accident without any Delay, and this particularly in Regard to those Commodities which will not at all, or not conveniently, admit of the allowed Term, but are more liable to Detriment than others, as Corn, Wine, Fruits, and the like; which in case they can quickly, or without any considerable Delay, be released and forwarded to the proper Place, may be given up and transferred, immediately after Notification of the said Obstructions, to the Hazard and Disposal of the Insurers; and in this Case there is no Need of waiting the several Terms specified in the preceding Articles.

N^o. 796.
Of Delay in
unloading,
especially of
perishable
Goods.

XXVII. IN case the Party insuring received no Manner of Account of the insured Ship or Goods, and if required can give his Oath of it; namely, that since the Departure of the Ship upon a Voyage, allowing six Months within the *East Sea*; beyond the *Sound* from the *North Cape* to the *Streights of Gibraltar*, a whole Year; beyond or up the *Mediterranean* as far as the *Gulph of Venice*, a Year and a Half; and two Years for a greater Distance, he has received no Account of the insured Ship or Goods: the same shall then be accounted lost, and the Insurer shall, within four Weeks after the Notification of such Intelligence, be obliged to make the proper Payment; the Party insured is likewise obliged wholly to transfer the lost Ship and Goods to the Insurer, according to the Regulation of the *xxi^{id}* and *xxivth* Articles. But this Notification, where the Party insured cannot give verbal Notice to the Insurer of the Loss, must be done in at least three Months after the Expiration of the above-mentioned Intervals.

N^o. 797.
Of Ship and
Goods of
which no Ac-
count is come.

N^o. 798. XXVIII. WHEN, through Mistake or Negligence, or through the Wickedness, Deceit, and Fallacy of the Master of the Ship, or his Company, or Owner, or likewise of the other joint Freighters, or from any other Cause whatever, any Damage shall happen to the insured Ship, or Goods, the Party insuring being in no wise accessory, the Insurers shall be obliged to make good such Damages, proportionably to the Sums for which they signed, although no particular Mention be made of it in the Policy; being withal allowed to indemnify themselves both on the Person and Effects of the Delinquents; and likewise, if the Master of the Ship, or Ship's Company be guilty, on the Ship.

N^o. 799. XXIX. THE Insurers are likewise to be responsible for those Damages which may arise from the Cautions and Devices used by the Master and Owner against any Molestations in dangerous Voyages, as carrying foreign Colours, false Bills of Lading, and the like, when either the Party insured, in case he was informed of it, gave Notice of it to the Insurer, and the latter had in the Policy expressly engaged to answer for all Dangers without Exception; or likewise when the Party insured can prove, or makes Oath, that he was not privy to the using of the said Artifices.

N^o. 800. XXX. WHEN an insured Ship or Goods, with the Knowledge and Consent of the Parties insured, go to other Harbours or Places than those specified in the Policy, the Insurance shall be void, and the Premium agreed upon fall to the Insurer. But in case the Master, either at the Instigation of another Freighter, Owner, or any other Person, or of his own Will, shall, without any Necessity, sail to other Places than that to which he was bound, or, in case of Danger, shall neglect to endeavour, as far as possible, to get into a Place of Security, the Insurance shall remain in full Force, but the Insurer shall have his Redress against the Master and Ship for any Damage or Prejudice occasioned thereby.

N^o. 801.
Of Insurances
out and home.

XXXI. A Ship or Goods being insured out and home, and the Ship not returning, in case the Parties contracting cannot agree upon it among themselves, they shall be obliged to submit to a judicial Decision how much the Insurer shall be obliged to return of the Premium received. But should the Ship or Goods thus insured

insured return, neither Party shall be allowed to recede from the Contract, without the Consent of the other, before the final Conclusion of the Voyage both out and home.

XXXII. ALL Losses and Damages which are under Three Nº. 802.
per Cent. likewise those arising from the Fault of the Parties in- What Da-
 insuring, or their Instruments, or the Fall of the Rates, Leakage mages not to
 of wet Goods, or natural Detriment of others arising from their be made good
 Quality, without any Accident to the Prejudice of the Ship, or by the Insurers.
 Diminution of the Goods, these the Parties insured shall bear,
 without any Claim on the Insurers, unless they have entered
 into a particular Obligation. Nevertheless, if the Party insured
 can prove that the aforesaid Prejudice or Leakage was, after the
 Goods were put on board, occasioned by unfortunate Accidents,
 as bad Weather, Arrest, and the like, or through the Fault of the
 Master of the Ship, the Ship's Company, of the Owners, or o-
 ther Persons, the Insurer (unless exempted by a particular Clause)
 must bear those Losses; but, according to the State of the Cir-
 cumstances, can obtain proper Redress from the Ship and the
 Master, or the Persons in Fault.

XXXIII. THE Party insured having a Demand upon the Nº. 803.
 Insurers, and failing within a Year and a Day to make a proper When the
 Demand in Law, he shall forfeit the Debt without any farther Claim of the
 Remedy. Insured on the
Insurer ceases.

XXXIV. ALTHOUGH the foregoing Articles relate to Insur- Nº. 804.
 ances by Sea, yet as far as they are applicable, they shall also Of Insurances
 take Place, and nothing contrary to them be transacted, in Insur- upon Rivers,
 ances made for Goods to be sent upon Rivers, or by Land; par- and by Land.
 ticularly the Articles from the viith to the xth, concerning esti-
 mating the Things insured, the Hazard of the Owners, and the
 Seamens Wages, are strictly to be observed. But the several
 Times and Respites concerning the Payments, Expirations, and
 the like, in Sea Insurances, shall be reduced one Half in respect
 of an Insurance by Land, or on a River.

CHAPTER VII.

I. *Of Bottomry.*

N^o. 805. **I.** **H**E who advances on Bottomry, that is, lays down either ready Money, or the Value of it, on a Ship or Goods shipped, under Obligation that if the same shall be lost, he shall also lose his Deposit, without any Claim or Return; shall be allowed to contract for as high an Interest as he and the Borrower can agree upon.

Bottomry what it is, and at what Interest may be taken.

N^o. 806. **II.** IN the Contract, and likewise in the whole Procedure relating to Bottomry, the contracting Parties, particularly the Master of the Ship, and the Broker who may be employed in transacting the Contract, shall, on the Penalty of severe Punishment in Goods, Body, or Character, together with Reparation of all Damages occasioned thereby, proceed justly and uprightly, without Fraud, and not insidiously draw in any one to advance Money, or any Thing else, on a deceitful Bottomry.

No Fraud to be practised in Bottomry.

N^o. 807. **III.** No Master of a Ship shall be allowed to contract any Bottomry-Debts upon his Ship at Places where any of his Owners are, without their Consent; but he himself having a Share in the Ship he is at Liberty to mortgage that, yet with the Privity of the other Owners; also in case one or more of the Owners refuse to lay down their Shares towards fitting out the Ship, as is provided in the *vith Article* of the *2d Chapter*.

Whether and when a Master may take up Money on Bottomry, against an Owner's Consent.

N^o. 808. **IV.** **B**UT a Master of a Ship, being in such Want of Money as broad as to be hindered in his Departure, shall be empowered to take up on Bottomry, as much as is indispensably necessary, engaging hereby the Owners of the Ship or Goods, according to the Prescription of the *xth Article*. Yet must this Loan be taken up for and applied to no other End than the Benefit and Advantage of the Ship and Cargo; and this only if there be no other Means of raising the Money to the greater Advantage of the Proprietors; otherwise the Bottomry shall indeed remain good, but the Master shall give the Owners or Proprietors due Notice, and the Reasons of his Procedure, and be bound to stand to all Damages.

When and how a Master of a Ship, being as broad, may take up Money on Bottomry.

V. A Person knowingly advancing Money on Bottomry to a Master of a Ship, either without the exprefs Consent of any Owners, who may be on the Spot, or to any other Use than the Service of the Ship and Cargo, notwithstanding any Bottomry-Policy, shall not be entitled to any Repayment from Ship or Goods, but only from the Master, or his Part of the Ship, or other Effects of his.

N^o 809.
The Lender on Bottomry acting contrary to the preceding Art. has no Redress on the Ship.

VI. ALL Bottomry-Contracts entered into for the Service of the Ship, on its Bottom or Keel, shall not only include the Hull of the Ship, but likewise its Rigging, Stores, and Provisions, likewise the Freight of the Voyage for which the Advance was made, although no such Thing was particularly agreed on.

N^o 810.
What is included under a Mortgage of the Bottom of the Ship.

VII. FROM the Time of signing the Bottomry-Policy, and Payment of the Sum agreed on, to the Time of the Re-payment or other Accomplishment of it, all Hazard, Damages, and Losses, of the Things pledged shall fall on the Lender, except what relates to a Fall of the Price, and natural Decay of the Goods, pursuant to the Article hereafter.

N^o 811.
Duration of the Hazard of Bottomry.

VIII. IN case the Things engaged by Bottomry, shall, by any reasonable Impediment, be prevented from going the appointed Voyage, but are detained in the Port where put aboard, the Lender is impowered and bound to take back the Money he had advanced, yet without being intitled to any more than the established Interest and his Charges.

N^o 812.
Concerning Bottomry Goods returned.

2. Of the due Performance of Bottomry.

IX. THE bottomryed Ship or Goods being arrived at the Place stipulated for Payment, the Bottomry-Debtor shall, within the Time specified in the Bond, or eight Days after, without any Demand made upon him, discharge both Principal and Interest. In case of Failure herein, he shall be liable to pay the usual Interest for the whole Sum taken up, from the Expiration of the Time appointed to the last Day of Payment.

N^o 813.
Payment to be made within eight Days after the Arrival of the bottomry'd Goods.

X. IN

N^o. 814.
Or after they
are duly sold.

X. IN case the Borrower does not, or cannot make the Payment within the said Term, the Lender shall be authorised, after proper Publication, openly to sell the bottomryed Ship or Goods to the highest Bidder, and from the Money arising from the Sale, as far as is sufficient, according to *Art. vi*, to deduct his Payment; after which (except in the Case *Art. xiv.*) he has no further Claim or Demand upon the Borrower.

N^o. 815
How the Bor-
rower's engag-
ing his Person
is to be under-
stood.

XI. THE preceding Article shall take Place although the Borrower shall have engaged both his Body and Goods for the Sum taken up; this Engagement being to be understood only as a Security that he shall act fairly and justly in the Things so bottomryed, that the Lender may not suffer by his Neglect, Mistakes, or Dishonesty; and in case of any such Thing, that he shall, with his Person and Substance, make good all Losses.

N^o. 816.
No Payment
after Loss of
the Things
bottomryed.

XII. WHERE the Ship or Goods bottomryed shall, within the Term set down *Art. vii*, be lost, by Weather, or other Sea-Accidents, the Creditor shall have no Claim or Demand upon the Debtor.

N^o. 817.
Damages in-
curred by any
Fault to be
made good by
the Offender.

XIII. WHERE the bottomryed Ship is lost or damaged, not by Accident, but the Fault of the Owner, Master, and his Company, or otherwise; as where the Master, without the Knowledge or Consent of the Lender, or by or without the Owner's Order, alters his Voyage, or carries prohibited Goods, and any Damage is occasioned thereby; the Lender may seek his Redress from what may remain of the Ship as far as it will go, pursuant to *Art. vi*, and likewise from those who are in Fault, and not from the Owner or Master, any further than the Damage or Loss can be imputed to them.

N^o. 818.
Fall of Price,
or natural De-
triment.

XIV. THE like to be observed concerning any bottomryed Goods damaged or lost, through the Fault of any one; but in case the Damage or Loss arises from their own natural Decay, or the Fall of the Price, and thus are not equivalent to the Bottomry, the Proprietors shall not be entitled to Compensation by Cession, or legal Sale, but must duly stand to the Contract.

XV. THE

XV. THE Borrower on Bottomry, whether Master or Owner, N^o. 819.
 being convicted of defrauding the Creditor, either by damaging, Upon Proof of
 or embezzling the Goods, or of prejudicing him in any other Re- Fraud, the Bot-
 spect, shall, besides other Punishments, pay the whole Bottomry- tomry to be
 Debt, together with all other Charges and Damages which can paid, though
 be proved ; and this even although the bottomryed Ship or Goods the Goods or
 shall be lost by any Sea-Misfortunes, or in any other Manner Ship be lost.
 whatever.

XVI. WHERE a Ship or Goods are mortgaged to more than N^o. 820.
 one Bottomry-Lender, the last Bond shall be paid before others. The last Bond
 But two or more Bottomry-Bonds, although of different Dates, to be paid pre-
 executed at the same Place and Time, within three Days, shall ferably to the
 have an equal Right in respect of Payment. other.

XVII. A Person being sued for making Use of Goods under N^o. 821.
 Bottomry, may discharge himself by paying the Value of the A third Posses-
 same for the Time they can be proved to have been in his Pos- sion of bottom-
 session ; yet hereby the Lender is not precluded, in case of Defici- ryed Things
 ency, from seeking Redress for the Remainder on the Borrower. cleared upon
Payment of
Value.

XVIII. A Person having Bottomry-Demands, and who can- N^o. 822.
 not by fair Means obtain them, shall, under Forfeiture of his Of the Term
 Right, within a Year and a Day after the Arrival of the Ship at for Bottomry-
 the appointed Port, bring an Action for the same in a proper Demands.
 Court, either against the Debtor himself, or those who had the
 Goods in their Possession.

CHAPTER VIII.

Of Average.

1. Of Community between Ship and Goods.

I. THE Goods designed for a Ship being actually put on N^o. 223.
 board, and stowed, they, together with the Ship, come When the
 under the general Average ; so that whatever Damage any of Connection
 them may afterwards incur for the general Advantage, must be betwixt Ship
 made and Goods
commences.

made good by the several Parties concerned, according to the Prescriptions of this Chapter.

N^o. 824. *Of Goods to be brought into the Ship by Barges, &c.* II. UPON the Goods contracted for being brought to the Ship, in a Lighter, Barge, &c. the Community betwixt such Goods and the Ship, and such Goods as were already on board, commences, from the Time of their being shipped in Barges.

Note, This is not consonant with any other Ordinance.

N^o. 825. *Of Goods taken on board in Lieu of any lost.* III. IN case the Goods of any Person be thrown overboard, or are otherwise lost, whether in the Ship or Lighter, and the Freighter is inclined to put Goods on board in Lieu, or the Master is under a Necessity, either on his Voyage, or in Harbour, of taking in other Goods, that the Ship may have its proper Burthen; these from the Time of their being in the Ship become joined, as is before said, with the Ship and the Goods on board, but have no Concern with any prior Losses.

N^o. 826. *Of Goods taken on board under Way, without Consent of the Freighters.* IV. BUT should the Master in his Voyage, without any Necessity, or without the Knowledge and Consent of the Freighters, take in any Goods, they shall be in the joint Average with the rest of the Lading; yet shall the Master answer for all Damages and Disadvantages resulting to the first Freighters from this After-Lading.

N^o. 827. *The Connection ends upon the Goods being delivered on Shore.* V. THIS Connection betwixt the Ship and Cargo is in Force whilst they remain together, but ceases upon the Goods being landed at the appointed Port, out of the Ship, or the Lighters, or Boats belonging to it; and every Part of the Goods when brought ashore in a proper Place, is immediately clear of the Connection; so that it has nothing to claim from the other Goods or Ship, for any subsequent Damages happening to it, and likewise contributes nothing to any that may afterwards happen to them.

N^o. 828. *Likewise when the Ship is afterwards lost.* VI. THE Connection betwixt Ship and Cargo likewise ceases when, after any Average-Damages, she happens to be lost, by Misfortunes merely accidental, or fails to another Place.

N^o. 829. *Even if it were stranded with Design.* VII. BUT if the Master, for saving the Cargo, and preventing greater Damage, shall, after the usual Consultation enjoined in *Article*

Article XIV, designedly run the Ship ashore, and thereby the Cargo is saved, but the Ship utterly lost and beaten to Pieces, the Average-Connection shall remain good, and the Goods thus saved contribute to the Ship.

VIII. SHOULD the Ship remain whole, the Master is, without Delay, to use the best Means for getting it afloat again; but if this should not be compassed within two Months, the Connection ceases, and the Goods are no longer bound to contribute to the Damages of the Ship, unless the Master, for weighty Considerations, has asked and obtained from proper Persons a Prolongation of that Term.

N^o. 830.
If the Ship be saved it must be got off with all possible Dispatch.

Of Pillau in particular.

IX. IF it has been agreed on at *Konigsberg*, that the Goods shall be put on board free at *Pillau*, this shall be extended no further than that the Master of the Ship is clear of all Lading-Charges, and other usual Expenditures, betwixt *Konigsberg* and *Pillau*, the Freighter alone being to bear them: but as to the Average, such Goods are on the same Footing as others, unless it was expressly agreed that the Freighter should deliver his Goods at *Pillau*, at his own Risk; in which Case the Connection betwixt them and the Ship does not commence till the Goods thus to be brought on board have been cleared at the Cocquet-Office at *Pillau*.

N^o. 831.
Beginning of the Connection of Goods contracted to be put free on board at *Pillau*.

X. ON the other Hand, a Ship being freighted for *Konigsberg*, and the Goods to be delivered in the Road, or at *Pillau*, the Connection, with regard to these Goods, ceases upon their being landed at *Pillau*, or put on board Lighters to be forwarded to *Konigsberg*.

N^o. 832.
Goods discharged in the Road, or at *Pillau*, when their Connection terminates.

XI. BUT a Master having received Goods to be delivered at *Konigsberg*, and putting them into Lighters at *Pillau*, or in the Road, in order to send them away, and proceed further with the rest of the Lading; in case he was not allowed, by a particular Clause in the Charter-party, to proceed further, he may be compelled to give sufficient Security in Behalf of the Ship, for any Damages to be apprehended, before her Arrival at *Konigsberg*, to the Goods, and for the Average occasioned thereby. Yet the

N^o. 833.
The Master unloading at *Pillau* Goods consigned to *Konigsberg* also give Security.

Ordinances of *Konigsberg*,

Goods carried to *Konigsberg*, upon weighing Anchor from *Pillau*, have no Concern with any further Danger of the Ship.

N^o. 834. XII. If a Ship hath received its outward-bound Lading partly from *Konigsberg*, partly from *Dantzick*, *Elbing*, or *Braunsberg*, and is to take it on board at *Pillau*, the Goods from the last-mentioned Places enter into no Average Connection with those already on board, or which came from *Konigsberg*, before the Ship and the Lighters, or other Vehicles, with the Goods from *Dantzick*, *Elbing*, and *Braunsberg*, shall be arrived at *Pillau*, and cleared at the Custom-House there: in case the Ship itself goes from *Pillau*, and begins to load at *Elbing* or *Braunsberg*, there shall likewise be no Connection in Danger or Average betwixt them and the Goods shipped from *Konigsberg*, till the Return of the Ship to *Pillau*, and its legal Clearance there.

N^o. 835. XIII. A Ship, on the contrary, bringing a Cargo to *Pillau*, of which Part is consigned to *Konigsberg*, and Part to *Dantzick*, *Elbing*, or *Braunsberg*, the Goods belonging to the latter Places, when past the *Heerd* at *Pillau*, have no longer any Average-Connection with the rest of the Cargo, whether they were brought in a Ship or Lighters; likewise from the same Time the Ship itself, if going to *Elbing* or *Braunsberg*, has no further Concern with the Goods delivered for *Konigsberg*. If the Ship go to *Konigsberg*, and the foreign Goods after they are out of the Ship remain at *Pillau*, their Connection also is at an End upon the Ship's passing the *Heerd*.

Secondly,

Of Jettison, and other Average-Damages.

N^o. 836. XIV. WHEN a Master of a Ship, in bad Weather, or being closely chased by the Enemy or Pirates, or in any other preiling Danger, shall think it absolutely necessary, for the Preservation of Life, Ship, and Goods, to throw Part of the Lading overboard, cut away Masts, or Rigging, run the Ship ashore, or do any other Damages to the Ship or Goods, he shall, without Delay, consult with those who are concerned in the Cargo, if any be on board, and with the Ship's Company, and act according to their Opinion and Advice.

XV. IN

XV. IN case they who are concerned in the Lading, and the Master and Company cannot agree, the Master may nevertheless do what he and his Officers shall judge best and most adviseable for saving Lives, Ship, and Cargo.

N^o. 837.
And act by
the Opinion of
the principal
Men of his
Company.

XVI. BUT in this necessary lightening of the Ship, the Master must be careful, that, as far as possible, those Goods which he knows or judges to be of the least Value, and which most incumber or press down the Ship, be thrown over-board first; and to preserve the most valuable, whilst it can be done with any Safety.

N^o. 838.
The heaviest
and worst
Goods to be
thrown over-
board first.

XVII. ANY Goods stowed upon Deck, or hanging without board, must without Distinction be thrown over before those in any other Part, and the Ship be disencumbered of them, when, by so doing, it may be eased and lightened.

N^o. 839.
Particularly all
that lies upon
the Deck, or
hangs without
board.

XVIII. If the Master be, by any Misfortune, obliged for the Good of the Ship and Cargo, to be at Charges which he is not able to supply, it shall be lawful for him, in the Presence of two of his Men, to open any Money which shall be in the Ship, and use of it what is necessary; or in Want of Money he may dispose of such a Quantity of Goods as the Exigency requires, and which will turn to the best Account.

N^o. 840.
In Case of Ne-
cessity Money
and all Kinds of
Goods may be
used.

XIX. If any Goods belonging to a Ship be lost in carrying aboard, or in the Ship before it sails from the Place of Lading, the Master shall immediately give Notice of it to the Freighters, and according to the Opinion and Direction of the Majority, either receive on board other Goods in Lieu of those lost, or proceed on his Voyage without; but if, in the latter Case, the Ship shall want of its due Burthen, the Master may, without the Consent of the Freighters, take on board more Goods to complete the Lading, yet the Freightage of them shall come within the joint-Average.

N^o. 841.
What the Mas-
ter is to do on
Part of the
Cargo being
lost.

XX. THE Master or Pilot shall, as soon as possible, after any Average-Misfortune, set down in the Ship's Journal, or cause to be set down (himself with his own Hand subscribing it) every particular Circumstance, especially what Dangers have been weathered,

N^o. 842.
Accidents, &c.
to be entered in
a Journal,

there Goods thrown overboard or damaged, Charges incurred, and the like.

N^o. 843.
And duly made
known upon
Arrival.

XXI. THE Master of a Ship, when arrived at the Port where he is to deliver his Lading, shall immediately give in at the Custom-House an Account of the gross Averages, and likewise certify the same to the Receivers of the Goods at the Delivery of the Bill of Lading; and not deliver any Thing to them, till they have satisfied him that they will justly and fully discharge the Averages; otherwise they shall fall upon him.

N^o. 844.
A judicial
Decision of all
Disputes to be
procured.

XXII. THE Receivers refusing to give the Master proper Security, he is to summon them before any Court which takes Cognizance of Sea-Affairs; and, together with his Journals, give in an explicit and just Account or Deposition of the State of the Averages which have happened; and, if required, confirm it by his own Oath, and that of the People belonging to the Ship; and thus after being denied an equitable Composition, he may expect a Redress by Law.

Thirdly,

Of Contributions in gross Averages.

N^o. 845.
Gross Average
what it pro-
perly is.

XXIII. THEREFORE, in case that, 1st, through Necessity or Danger, any Damages by throwing overboard, cutting away, or the like, have been designedly done or occasioned, either to the Ship, or the Goods which are in Connection with it, or that extraordinary Charges have been incurred on such Account; and 2^{dly}, that it was with the Intention of more effectually saving and preserving the Ship and the remaining Goods to the best Advantage of the Owners; and 3^{dly}, that this End was thereby in Part effected: such Damages and Charges shall be accounted gross Average, and made good at the Port where the Cargo is to be delivered and the Freight paid, by a proportionate Contribution of the Parties concerned.

N^o. 846.
Of accidental
Harms to the
Ship, and Costs
and Damages
occasioned
thereby.

XXIV. WHEN by striking, or other Accident, a Ship is so hurt as to be under a Necessity of making for a Harbour to be repaired; and on that Account the Lading must be taken out: the Charges of coming in and going out, of unlading and lading, together

together with the Damages of the Cargo hereby, belong to gross Average ; but the Charges of Repair, and the Damages the Cargo received by the Accident at Sea, these must be borne separately, and do not come within the Average.

XXV. LIKEWISE, when by the Violence of the Wind or Sea, or any other Accident, a Mast is split, Sails torn, Ropes broke, or any other Damage befalls the Rigging, these are not chargeable to Average ; but if, for avoiding a greater Misfortune, it shall be necessary to cast such damaged Mast, Sails, Ropes, and Rigging overboard, or to cut the Ropes to which they hung, or any other Detriment be done to Ship or Goods ; not only these, but the Rigging which has been damaged and cast overboard, shall, according to their Value after being thus damaged, be made good by Average-Contribution.

Nº. 847.
Of Rigging
damaged and
thrown over-
board.

XXVI. THINGS taken forcibly, or stolen out of the Ship, by Enemies or Pirates, shall not come into Average ; but the Master, according to Custom, giving them some Goods, or paying a Ransom for redeeming Ship and Goods, this shall absolutely belong to gross Average, and be made good by a Contribution of all the Parties concerned.

Nº. 848.
Of Things
taken by the
Enemy or Pi-
rates.

These being likewise obliged to redeem the Master, and indemnify him on Account of Detention, Expences, and other Charges, when, for freeing the Ship, he has bound himself to pay a certain Ransom, and to that End becomes Security in his own Person, or procures others, and has, with all possible Expedition, given due Notice of it to the Parties concerned. Yet must the Master be very careful that the Ransom and other Charges do not exceed the Value of the Ship and Goods, as the Owner and Freightier may, in such Case, by a Transfer of their Share in the Ship and Goods, discharge themselves of any further Obligation.

Nº. 849.

XXVII. In case the Ship be attacked by an Enemy, and in its Defence any of the Men be wounded, maimed, or killed ; the Cure, Attendance, and Support, of the wounded, together with an equitable Gratuity to the maimed, on Account of their Poverty and Incapacity of earning a Subsistence, shall be paid out of the Ship and Goods ; and likewise the Burial of the Dead, be-

Nº. 850.
Of the killed
and wounded
in defending
the Ship.

sides

sides their Wages for the whole Voyage, which shall be doubled if the Party has left a Widow or Children.

N^o. 851.
Of extraordinary
Pilotage.

XXVIII. IF a Master of a Ship, being on a dangerous Coast, and where he is unacquainted, is obliged for saving the Ship and Goods to pay an exorbitant Pilotage, amounting to above a Dollar *per Last* of the Burthen of the Ship, it shall be made good by the Ship and Goods as gross Average. The usual Pilotage comes within common Average, which is regulated hereafter.

N^o. 852.
Of Goods
stowed upon
Deck, hanging
without board,
and Boats.

XXIX. GOODS stowed upon Deck, or hanging without board, either with or without the Consent of the Freighter, or the Ship's Boat lashed to the Side, if after the Lading be completed, and the Ship is under Way, they are not taken within board, are not entitled to any Amends or Contribution, though cut away or cast overboard for the general Safety; yet shall they be obliged to Contribution in case any Average has been the Means of saving them.

N^o. 853.
Of Goods damaged in coming on board.

XXX. IN case any Goods, in their Passage to the Ship, or from it, happen to receive Damage, either through any Faults in the Vehicle, or Negligence or Dishonesty of the People belonging to the Lighter or Boat in which they were, the Master of the Ship not being in anywise chargeable with any Failure therein, he shall be obliged immediately to seek Compensation for such Damages from the Owner of the Lighter; and in case they cannot be made good by the said Owner, he may charge them to Average upon the Ship and Goods; but if the said Goods happen merely by Accident to be damaged or entirely lost, these Damages (although at that Time they had not the legal Property of a just Average) shall be chargeable to gross Average, and be made good out of the Ship, and Goods in Connection with them.

Note, This disagrees with all other Ordinances, whereby each Owner separately, or his Insurer, stands to their own Risk in Barges, Lighters, or Boats.

N^o. 854.
When, betwixt
the sending on
board and taking in, Average commences.

XXXI. ANY Damages, whether accidental or designed, happening to the Lighter, the Goods in it are not obliged to any Contribution, as there shall be no Average-Connection betwixt the Lighters and the Goods bringing to or carrying from the Ship; except in an Exigency, when some Goods must be thrown overboard, for saving the Lighter and its Lading; such Damages are to be charged as Average to the Lighter and the Goods saved;
but,

but the Contribution of the Lading in this Case shall come in as gross Average upon the Ship, to which the Lighter belongs, and likewise to the whole remaining Cargo.

XXXII. To this Contribution, or common Repair of Damages, are bound, first the Ship with all its Appurtenances; next the Freightage of the Ship in that Voyage in which the Average has happened, both for the Goods thrown overboard or saved; together with all Goods and Commodities in the Ship or Lighters, or Boats belonging to it at the Time of the Damage; and not only such as are saved, but likewise those thrown overboard, damaged, or sold for clearing the Expences of the Average, or even lost designedly.

N^o. 855.
Who and what
must contri-
bute.

XXXIII. THE Ship shall contribute according to its Value, that is, so much as on its Arrival at the Port to which it is bound it shall be rated at, either by the Persons concerned, or by impartial Masters and Carpenters, to which the Appraisers, if thereto required, shall make Oath.

N^o. 856.
How to rate
the Ship.

XXXIV. THE Freight-Money which comes into Contribution shall be fully rated, both from the Goods lost and pledged; the whole Pay of the Master and the Ship's Company being first deducted.

N^o. 857.
How the
Freight to be
rated.

XXXV. AMONG the Goods liable to Contribution shall particularly be accounted all Kind of Jewels, Rings, and Pearls (whether worn or not) likewise Money, Gold and Silver, wrought or in Bullion, likewise all Kind of Provisions and Ammunition, which are not appropriated to the Service of the Ship.

N^o. 858.
Jewels, Gold,
Provisions, &c.
must contri-
bute.

XXXVI. ON the contrary, all Provisions and warlike Stores, necessary to the present Voyage, the Bottomry Money dependent on the Ship, any worn Cloaths, both of the Passengers, the Master and his Men, together with their Wages, Chests, and Necessaries, shall not come under Average, but be freed from all Contribution. Yet any such Provisions and Effects of the Ship's Company, being upon Necessity thrown overboard or damaged, shall be made good by a general Contribution, as gross Average.

N^o. 859.
What Things
are exempt
from Average.

XXXVII. AT the stating the gross Average all Goods and Merchandize are to be set down in the Contribution according to

N^o. 860.
Of valuing the
Goods.
to

to their Market-Price at the Time of their Arrival at the Port where they are delivered; however with a Deduction of the Freight and other Charges to be paid there.

N^o. 861.
Particularly
the lost.

XXXVIII. THE like shall also be particularly observed in estimating such Goods and Merchandizes as had been thrown overboard or lost; they being, both in regard of the Contribution to which they are bound, and of the general Connection, to the Benefit of which they are entitled, to be rated according to their Value at their Arrival at the Port to which they were consigned had they been saved; but those Goods which were damaged by a Misfortune or mere Accident, but afterwards, upon Average, thrown into the Sea, must not be rated beyond their Value at the time of their being thrown overboard; but the Damages resulting from the Misfortune shall be determined and rated according to the Deposition of the Master and his People.

N^o. 862.
Especially
when the
Quality of
them has been
given in am-
biguously or
unfairly.

XXXIX. UPON any Doubt or Dispute arising upon the particular Nature, Quality, or Quantity, of those Goods which came on board the Ship in Casks, Bags, Bales, or other Covers, and were afterwards thrown into the Sea, the Owners Account and Declaration, which, at the time of lading, he delivered in either to the Custom-House, or as they appear in Bills of Lading, Invoices, and the like authentick Ship Instruments, shall be examined, and nothing but what is found specified in this first Account shall be made good, although afterwards it should be found that the Goods in the Casks and Bags were more in Quantity and better than they were at first certified to be; nevertheless, those Goods, the Declaration of which was short of their Quantity, if preserved and safe, must contribute according to their real Quantity and Value, and not according to the erroneous Declaration. On the contrary, Goods thrown overboard or damaged, detected to have been of less Value, and fewer than at first declared, shall be intitled to no more from the general Contribution to their real Value and Quantity; but the over-rated Goods, when preserved and saved, must be estimated according to the Declaration, and shall be bound to such a Contribution.

N^o. 863.
The Contri-
bution for

XL. ANY Owner, after Average and Indemnification, re-covering his Goods, either the Whole or in Part, shall pay back

back to the several Contributors their respective Quotas according to the Value of the Goods recovered, deducting withall the Charges of such Recovery :

Goods afterwards recovered is to be refunded.

XLI. UPON any Damages, not liable to Average, happening to the Cargo by mere Accident, as the breaking in of the Sea, Privateers, and the like, the Master, on his Arrival at his Port, shall, before he breaks Bulk, with the utmost Expedition and Secrecy give Notice to the Persons, to whom they are consigned, of the Goods which are more especially damaged, that they may certify, whether they all, or any of them, will agree to a voluntary Average upon their Goods, and bear them in common, which is left to their Choice. In Case of Mistake or Negligence herein, the Master shall be obliged to pay to the Sufferers a tenth Part of their Losses ; but, if it be through Design, or a collusory Understanding with any of the Proprietors, the said Master shall be answerable for half their Losses.

N^o. 864.
Of voluntary Average.

Fourthly,

Of common or the lesser Averages.

XLII. THOSE Expences or Charges, which, according to the Custom or Nature of the Place, and the Quality of the Ship and Goods, must be paid for the common Good, and the Prosecution of the Voyage, either at the Place of taking in, or delivering the Cargo, or by the Way, shall be accounted common Average, the Ship contributing one, and the Cargo two Thirds.

N^o. 865.
Common Average.

XLIII. ALL Expenditures belonging to common Average, payable at the Place of Lading, and which may be adjusted there, must also be repaid and cleared there : And concerning these, the Person, to whom the Goods are consigned, can at the Port of Discharge have no legal Claim upon the Master, nor the Master upon him.

N^o. 866.
Where to be accounted for.

XLIV. To common or the lesser Averages, principally belong Pilotage, and other Expences for carrying the Ship in and out of the Harbour, likewise Lighter Hire, and other Expences in bringing Goods aboard.

N^o. 867.
The general Charges of it.

N^o. 868. XLV. EXTRAORDINARY Pilotage and Anchorage, in Cases of Necessity, Expences for Pass-ports, sailing Orders, firing and Convoy Money to the armed Vessel, shall appertain to common Average; but if they amount to above a Dollar *per* Last according to the Ship's Tonnage, they shall then belong to gross Average. In both Cases, all are to be clearly proved by the Master.

N^o. 869. XLVI. ACCORDING to the foregoing Orders, besides the Pilotage and Lighter Charges, the stated Tonnage, Ship and *Frecht-Damm* Money, together with what is paid the Lighter Men as Earnest Premium, for Labour, Shooting Money, likewise Light-house Money at *Fillau* and in the *Sound*, shall at *Pillau* and *Konigsberg* be accounted common Average.

N^o. 870. XLVII. WHERE the Merchants at *Konigsberg* make a settled Agreement with the Masters of Ships, sailing to and from *Holland*, concerning the Payment of the usual Charges, by Virtue of which the Merchant disbursts a certain Sum for the Goods he has put on board, the Master thus takes them all upon himself; these and other the like equitable Contracts and Customs, in respect of common Average, shall be authentic, and every Proprietor is bound thereby no less than the Master, unless any Agreement to the contrary be specified in the Charter-Party.

N^o. 10.

Order of the City of Hamburg concerning Insurance and Average, Anno 1731.

N^o. 871. **W**HEREAS at a Meeting of the Magistrates and Common Council, held on the third of this Month, the following Order concerning Insurance and Average was enacted for the Benefit and Security of Trade and Navigation, and for the better Prevention of Contests and Processes relating thereto; but it being absolutely necessary, to be made known in foreign Parts, this Order cannot commence or have the Force of a Law till the next Year 1732; and that every body may have timely Notice and Information, the Magistrates and Common Council have ordered

ordered it to be printed and made public; and all Persons, especially those concerned in Commerce, are hereby warned and directed, after the abovementioned Term, in all Insurance-Contracts, executed within the Jurisdiction of this City, to conform to the said Order, and in the Policies to use no other Form than that here annexed: as all Disputes on those Points will be determined in Law according to the said Form, and the present Order. *Actum & decretum in Senatu, publicatumque sub signeto, die Lunæ, d. 10. Sept. Anno 1731.*

Ordinances relating to Assurances and Averages.

Tit. I. *Of Policies.*

I. **N**O Forms of Policies shall hereafter be made Use of, N°. 872.
in any Contracts of Assurance, but the seven Sorts agreed upon in *Art. iii.* and printed at the End hereof.

II. THE Condition, of submitting to the Customs of the Exchange of *Antwerp*, shall for the future be no longer inserted in the Policies, as has been hitherto practised, but whatever occurs in Cases relating to Assurance and Averages shall hereafter be adjudged and decided according to this Ordinance. N°. 873.

III. THE above-mentioned Forms publish'd in Print, in the German Language, and whereof every Body is to make Use in Assurances, consists of the following: N°. 874.

1. Upon the Casco (as it is call'd) or the Hull of the Ship.
2. Upon the Cargo or Goods on board.
3. Upon Bottomry and Freight Money.
4. Upon *Greenland* and other Fisheries.
5. Upon the Life of Persons.
6. Against Risk from the *Turks*, and
7. Upon Goods that are carried on Rivers or by Land.

IV. IN order to fill up the Policies regularly, it is requir'd that there be expressly mention'd in them: N°. 875.

1. The Name of the Person that makes the Assurance. - However, the same may be left out, and the Policies be fill'd up to the Bearer only.

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2. A Specification of the Subject or Thing, on which the Assurance is made: and here it is left to the Choice of the Assured to mention, whether the Goods are, or if the Assurance is made, for his own or a Stranger's Account.
3. The Time when the Ship departed from the Place where the Risk begins.
4. The Place of Shipping and Unloading.
5. The Names of the Ship and Master.
6. The Premium, at what Rate the same has been given; and
7. The Name of the sworn Broker, that made the Assurance.

V. EVERY Body may put a Valuation in the Policy upon his Ship and Goods, or not. But whatever is once inserted, must neither be alter'd, nor any thing added unto it, without the Knowledge and Consent of all the Assurers in general, under the Penalty of rendering the Assurance of no Value.

Tit. 2.

Of the Persons that can assure, or make assurances.

- Nº. 877. I. **I**T is permitted for all and every Person, who has passed the Years of Minority to assure, if the Party making the Assurance, is satisfy'd with it.
- Nº. 878. II. **B**UT it is absolutely forbid, for any of the Assurance Brokers, or likewise the Dispatcher of Averages, to assure others. And if the same should be done, such Assurance shall be held null, and void, and the Broker or Dispatcher shall be arbitrarily punish'd for the same.
- Nº. 879. III. **W**HOEVER has no Interest in a Ship or Cargo, is not to make any Assurance on the same, unless he has Orders for so doing from some of the Parties concern'd.
- Nº. 880. IV. **M**ASTERS, Mates and Seamen, may make Assurance upon any Merchandize they carry along with them, but not on their Pay or Wages.

Tit. 3.

Of the Things, that may be assur'd.

I. **E**VERY one may assure, or cause himself to be assured, upon any thing that is sent or expected by Sea, on Rivers, or by Land, whether it be relating to the Ship or Cargo, Gold or Silver, Jewels, Money or Moneys-worth, as likewise Freight and Bottomry Money, *Greenland* and other Fisheries, besides the Lives and Liberty of Men, against the Risk of the Sea and the *Turks*, and so forth. N^o. 881.

II. ASSURANCE is also allow'd to be made upon an expected or imaginary Profit (as it is called) upon Commission, against Risk of Fire, Water, and War, as well as upon the Rise or Fall of the Prices of Goods, and in all other Cases whatever. But whenever an Assurance is to be made upon Houses, Warehouses and Cellars, or any other Things that are deem'd extraordinarily hazardous, the same is permitted to be done; but in those Cases the common Policies shall not be made Use of, but a particular Agreement in Writing shall be made between the Parties, which shall be equally valid and binding as the Policies, and shall be proceeded upon at Law, in the same manner. N^o. 882.

III. EVERY one is at Liberty to cause himself to be assur'd in full, as well for the Principal, as the Premium he has paid, as likewise for the Premium which ought to be given on the Premium, without the Necessity of running any Danger or Risk, nor mentioning any thing about it in the Policy. N^o. 883.

Note, The manner of making up these Sorts of Accounts, is more fully explain'd in the 37 *Section* of the Essay on particular Cases.

Tit. 4.

Of the Clauses or Conditions of the Policies.

I. **W**HOEVER is desirous in any particular Case to add one, or more Conditions or special Restrictions to the said Policies over and above the usual Obligation contained therein, N^o. 884.

therein, must take Care that the same be expressly inserted in the Policy, before it is sign'd. And such Clauses, added in Writing, if the Assurer by his Underwriting agrees and consents thereunto, shall not only be deem'd equally valid with every thing else contained in the Policy, but shall even have the Preference to what is printed, in so far as it differs from, or contradicts the same.

N°. 885. II. WHEN the Assured, after the Assurance is already done, and the Policy underwrote, wants to add still some Clauses or fresh Conditions; in such Case, those that sign and accept of such Condition are bound thereby; but the others that will not sign it, are in no way obliged to it.

N°. 886. III. WHEN the Clause, *with or without Convoy*, is inserted in the Policy, without any other Addition, and the same is agreed to by the Assurers, then they have earned the Premium which they received, as soon as the Ship is one way or another safely arriv'd at the Port or Place, for which the Assurance was made. But if it be previously stipulated by the Assured in the Policy, if the Ship depart with, or without Convoy, that in the former Case a certain part of the Premium shall be return'd, or in the latter an additional Premium be paid, then such Condition is to be comply'd with, by either Party, according as the Case shall happen.

N°. 887. IV. IF any certain Assurance is contain'd in the Policy, that the Ship is to depart with Convoy, then for fulfilling of that Condition is required :

- (1) That the Convoy must actually be at Enmity with the Enemies of the Ship on which the Assurance is made.
- (2) That the Captain, who will put himself under the Protection, have received a Letter of Instructions from the Commander or Captain of the Convoy.
- (3) That he be ready to put to Sea along with the Convoy, as soon as he is informed and knows that it will depart, without waiting for any further Loading, or suffering himself to be detained by that, or any other means, but to use all the Diligence and Endeavours in his Power, according to the Situation of the Place, either to go out with and in Sight of
the

the Convoy; or if he lays not so near to the Convoy, or that the same cannot come to him, he is immediately to follow, and endeavour to overtake it, and to keep constantly up with the same, as long as Wind and Weather will permit.

V. IF a Master of a Vessel, in the Prosecution of his Voyage, N^o. 888. loses, or is separated from the Convoy by Storm, Tempest, or any other Accident, notwithstanding he exactly conformed himself to what is required in the foregoing Article, he may under such Circumstances pursue his Voyage, either to the Place he is bound to, or to any other Port which he esteems to be the most secure, and the Assurer remains nevertheless answerable for all Damage and Risk. Which is also to be understood, when a Master is taken by Privateers or Enemies, in the Interval that he endeavours to overtake the Convoy, but cannot reach it, notwithstanding a due Compliance with what is ordered in the preceding *Art. iv.*

VI. BUT when a Master designedly neglects to depart with the Convoy, the Assurers shall indeed be liable to pay the Damage arising from it nevertheless, according to the Tenour of the Policy, if it happened without the Knowledge or Consent of the Assured (which he is to make appear, and if required, to purge himself on Oath.) The Master on the other Hand, is to be severely punished for his Crime. N^o. 889.

But if the Assured was privy to it, or was afterwards informed, that such a Ship would not depart with Convoy, and did not give timely Notice of it to the Assurers, in order to agree upon Terms with them about it, then they shall be entirely discharged from their Obligation, and not be liable to pay the Loss, if the Ship should be taken.

VII. BY Risk of the Sea is understood, all manner of Risk that can be imagined, even the Risk of the *Turks* itself. But when in Time of War, an Assurance is made against the Risk of the Sea only, then a Clause must be added in the Policy, to be free from Restraint or Confiscation by any Christian Potentate, and the Charges occurring from thence: Or if it is not actually inserted, yet it shall always be taken for granted, that is was meant so. N^o. 890.

VIII. WHEN

- N^o. 891. VIII. WHEN an Assurance is to be made upon any Commodities more perishable than common, such as Salt, Corn, Prunes, Raisins Copperas, dry'd Fish, yellow Oker, Hemp and Flax, as likewise Ropes and Cable Yarn not pitched, and the like, they must be particularly specified in the Policy, and not be comprehended under the general Denomination of Merchandize only.
- N^o. 892. IX. GOLD and Silver, coined or uncoined, as likewise Jewels and Pearls, are included in the general Appellation of Merchandize.
- N^o. 893. X. ANY Contraband Goods, whether Powder and Lead, Guns and Bullets, Arms, Firelocks and Pistols, Brimstone, Saltpetre, Pitch and Tar, or any Materials for Shipping, let it be Rigging, Sails or Masts, or in short every thing that is esteemed, declared, or publickly proclaimed as Contraband by the Powers at War, shall be specifically nominated in the Policies, under Penalty, that such Contracts shall be of no Validity; at least it shall be mentioned therein in general Terms, that the Ship has Contraband Goods on board.
- N^o. 894. XI. ANY Person, who in Time of War, buys a Prize, that has not yet been in any free or neutral River and Port, and makes Assurance on the same, is obliged to express that Circumstance in the Policy, for Want whereof, the Assurance shall be deemed of no Efficacy nor Value.
- N^o. 895. XII. EVERY Body is always at Liberty, to cause himself to be Assured, at the Time and in the Manner, he finds most convenient. But he is obliged to acquaint the Assurers faithfully with the Advices he has concerning the Ship, and to insert the same in the Policy, whether and how long the Ship has been departed from the Place where it took in its Loading, or whether it still remains there, or at what other Place else it lies. But if no Notice is taken thereof in the Policy, then it is to be looked upon as granted, that the Ship was actually still at her loading Place, according to the freshest Advices and Accounts, which the Assured knew, and had, or at least could have, received at the Time of making the Assurance.

But

But if at that Time, the Ship was already departed, or had been on her Passage above the usual Time, and he that made the Assurance was acquainted with it, but took no Notice thereof, then the Assurance is of no Value, but the Assurer is entitled to keep the whole Premium.

XIII. WHEN the Party, that makes the Assurance, has ingenuously and faithfully mentioned in the Policy the Accounts and Advices, as he has received them from his Correspondents, let it be of what Nature it will, and whether it falls out so or not, then the Assurance remains in full Force, and the Assurers are in all Cases bound by it; but being deficient therein, they are not obliged to any thing. N°. 896.

XIV. IF any one wants to make an Assurance beforehand on the Voyage to be hereafter undertaken by a Ship, that is not arrived yet, he must express such Circumstance in the Policy. N°. 897.

XV. WHEN an Assurance is made on Ship or Ships with Convoy, without naming them, the same is to be understood of such as arrive with the first Convoy at the Place mentioned in the Policy; but if it appears, that the Assured had no Goods or Interest at all, or at least not so much, as the Assurance was made for, then the Premium is to be returned and paid back in proportion to the Risk, and thereby the said Contract of Assurance shall be annulled in all Respects. N°. 898.

Tit. 5.

Of the Risk and Dangers, which the Assurers are liable to.

I. **T**HE Assurer is to bear all Perils and Risks, Losses and Damages, that may by any manner of means befall, or happen to the Ships or Goods, whether it be by Storm, Tempest, Shipwreck, being over set, running on Shore, Jettison, Fire, Captures or Plunderings, hostile Detentions by foreign Powers, Declarations of War and Reprisals, Misbehaviour and Mistake or Neglect of the Master and his People, and in general, all other Accidents, that can be thought of, or not, in so far as they are not expressly limited or excepted by this Ordinance, N°. 899.

nance, or that the contrary has been particularly stipulated in the Policy.

N^o. 900. II. WHEN a Ship happens to be froze up, or forced to run into any Port, to shelter itself from the floating Ice, the Assurer shall not be liable to make good the ordinary Expences of those laying Days. So likewise

N^o. 901. III. IF a Ship by Reason of any evil infectious Distemper is obliged to perform any ordinary Quarantine, the Charges occurring from thence shall be bore by the Owners, and not by the Assurers.

N^o. 902. IV. WHEN a Ship is detained by any sovereign Power, then the Assurer shall be obliged to bear the Days of Demurrage with the extraordinary Expences.

Note, In the 57th §. of our *Essay* is shewn, what Distinction is to be made in the Detention by sovereign Powers.

N^o. 903. V. ALL the Damages, which happen to Ships or Goods, by means of any Arrests or Restraints, and which the Assurer is to bear, are to be understood of those Cases, when the Arrest is laid by the sovereign Authority of Kings, Princes, or Republicks: But by no means, when private Persons, for any particular Demand they may have upon the Shippers, Owners, or the Ship, shall cause the Ship or Goods to be arrested or molested by the Magistrate; in which Case, the Assurer is not answerable so far as relates to those that gave Occasion for the Arrest. But otherwise, and in Case there was no Foundation or lawful Cause for it, then the Assurer remains liable to make good the Disadvantage and Loss occasioned thereby to the suffering Party. And so likewise, all the rest of the Owners and Shippers concerned in a Ship thus arrested, but for whose sake the Arrest was not laid, shall always and in all Cases remain entitled to their Demands upon the Assurers for the Loss they suffered thereby, whether the Arrest was well grounded or not.

N^o. 904. VI. IF ready Species, Silver in Bars, Goods and Merchandize are seized and confiscated, because the Master has not duely, or not at all, reported them, at any of the Custom-houses with

with Consent or Knowledge of the Proprietor, then the Assurer is not obliged to bear the Loss arising from thence.

VII. WHEN perishable Commodities are specified in the Policy according to the Directions in *Art. viii. Tit. 4*, and that they spoil or receive Damage by Reason of their natural Quality of themselves: As for Example, when Wines turn fower or leak out, Seville or China Oranges, Lemons, Apples and Pears perish, Chesnuts and Corn is heated, and so forth; as likewise when Rats or Mice eat or destroy any thing, in all such Cases, the Assurer is not liable to make good the Damage, but the same remains for the particular Account of every one, to whom the Goods belong. Unless such Damage arose from hence, that the Ship was prevented from pursuing its Voyage by the Reasons assigned in the foregoing *Art. v.* under this *Title*. N^o. 905.

VIII. BUT if the Goods specified in the preceding Article do not suffer any Damage from a Fault arising from their intrinsic Quality, or in the manner aforesaid; and that the same was occasioned by external Violence, and foreign Causes, either by breakings of the Sea over them, by the Ships springing a Leak, and opening itself, or that the Goods were not well stowed and sufficiently secured by the Master, or the Persons appointed for that Purpose, in some Places, and so forth, then the Assurers are liable to pay the Damage. N^o. 906.

IX. IF a Ship is already perished or lost, at the Time the Assurance is made, but the Assured can, in such Case, make it appear upon Oath, that he was ignorant of the Damage and Loss of the Ship at the Time that he caused or gave Orders for the Assurance to be made; then the Assurance, if it be concluded before the Assured had any Advice of the Loss, or, if he resides in foreign Parts, before he could send an Account thereof hither, and it could be made publick here, remains in Force on both Sides, and the Assurers must pay the Loss agreeable to their Obligation. N^o. 907.

X. WHEN it is mentioned in a Policy, that a Ship is bound to this or that Port, for Example, to *Cadiz* or *Malaga*, then the Assurer has gained his Premium, at which of the Places soever the Ship arrives first, and breaks Bulk, altho' the Cargo N^o. 908.

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is not entirely delivered, and thereby the Risk, which the Assurers took upon themselves, and consequently the Assurance, is at an End. On the contrary, if the Assurance is concluded in this manner, to *N* and *N*, as for Example, to *Cadiz* AND *Malaga*, and that all the Goods are not unloaded at the Place where the Ship arrives first, then the Assurer remains liable to the Risk, until the Ship arrives at the second Port mentioned in the Policy, and the Remainder of the Cargo is completely and safely landed there.

Nº. 909. XI. THE Danger and Risk of the Goods, which the Assurer takes upon himself, begins immediately from the Time that the Goods depart from the Shore, and continues until that they are delivered in good Condition on Shore again, at the Place they were designed for, which is to be done as soon as it conveniently or possibly can, after Arrival there.

Nº. 910. XII. THE Risk or Danger of an Assurance done upon the Hull of a Ship begins from the Time that the Ship first began to take in its Loading or Ballast, and endures unto her Arrival at the Place, for which it was bound according to the Policy, and is there entirely discharged, agreeable to what is ordered in the foregoing Article.

Nº. 911. XIII. WHEN the Owners or Loaders of a Ship, make Use of the same in the Nature of a Warehouse in Port; as for Example, not to unload the Goods, when it could conveniently be done, or to let the Ship lye in Harbour on Purpose to take Goods on board from other Ships lying there, and then to carry them on Shore, or put them on board of some other Vessel, or to put the Goods, they have received from Shore, and taken on board, over into other Vessels and Ships without Necessity, or to carry them on Shore again, then the Assurer is not answerable for any Risk, but the same remains entirely for Account of those, with whose Knowledge and Consent the same was done.

Nº. 912. XIV. WHEN some Assurers have insured on the Hull of a Ship for her outward-bound Voyage, and others on her Return homewards, then the first Risk begins and ends, as to what relates the Beginning and Determination thereof, according to what

what is regulated in the preceding *Art. xii.* But the Risk of those, that have underwrote on the Return homewards, begins as soon as the Ship has made a Beginning to take in any Goods for her Back Freight, notwithstanding all the Goods, which she carried there, are not entirely unloaded, and continues until the Ship is safely returned at the Place of its Discharge, to which it was bound, and is completely unloaded there.

XV. AN Assurance that is made for certain Months, to each of which Months 30 Days are to be allowed, is to determine as soon as the Time agreed on is elapsed, and the Assurer is not bound one Day longer by it, altho' the Ship has not finished her Voyage, nor to run any further Risk against his Consent, unless the contrary is expressly agreed upon in the Policy. N^o. 913.

XVI. WHEN a Ship, on which Assurance has been made, is obliged, for such urgent Reasons as are mentioned in the City Statutes, *Art. xi. Tit. 14. F^o. 2.* either to put his intended Voyage entirely off, or to alter the same, or that the Goods assured cannot be shipped or sent away by such Ship, then the Assurance is annulled, and the Premium to be return'd, the Assurers keeping as usual $\frac{1}{4}$ per Cent. N^o. 914.

XVII. IF a Ship has been already departed, and at Sea, but by contrary Winds, or for other Reasons, is obliged to return again, the Assurance in such Case shall indeed be at an End if the Ship cannot go out again, but the Return of the Premium must be regulated according to Equity by Arbitrators, in which Cases a particular Regard is to be had to the Risk, which the Assurers have already run thereupon. N^o. 915.

XVIII. WHEN a Ship is stranded, or otherwise by Storm and Tempest rendered incapable of completing her intended Voyage, and the Master is obliged to hire another Vessel in order to carry the Cargo or the Goods saved forwards, the Assurers remain nevertheless answerable for all extraordinary Charges, as well as Risk and Damage, that may happen to the Goods in the Ships or Vessels so hired, until they are arrived at the Place, where they were bound for to be unloaded: The Assured however is to give the Assurers Notice of this Change of the Ship as soon as possibly he can. N^o. 916.

Tit.

Tit. 6.

Of the Return of Premium.

N^o. 917. I. **I**F any one has made Assurance for more than what his Share, or what he has on board of a Ship actually amounts to, and is able to prove it, if required, or even to confirm it upon Oath, then he may have the Premium of so much, as has been over-insured, returned and paid back to him again, leaving behind one half *per Cent.* But when a Valuation has been made in the Policy, in that Case no Proof will avail to demand any Return of Premium, but he must abide by the Valuation.

N^o. 918. II. **T**HE Return of Premium shall always be equally divided amongst all the Assurers that are upon a Policy, in Proportion to the Sum, that each of them has underwrote. But if a Loss happens afterwards, the Assurers are liable for no more, than what remains of the Sums after the Premium was returned.

N^o. 919. III. **I**F any Person has made Assurance upon the same Goods at two or more Places, it shall not be in the Option or Power of the Assured, to have the Premium returned or which Assurance he pleases to be disannulled, nor shall any Regard be had herein to the Difference of the Premium; but the eldest or prior Policy, which according to its Date was first underwrote by the Assurers, shall remain in full Force, whether they have received more or less Premium than the juniors or latter; but the Assurance made subsequently afterwards; is to be disannulled again by returning of the Premium: or should the Assured act to the contrary, notwithstanding what is here ordered, such last Assurance shall of itself be deemed null and void, and the Assurers, that have underwrote thereunto, shall in all Events be entitled to keep the whole Premium.

But if the Assurers have underwrote one and the same Policy at the same Place, but at different Times, then the Return is to be made by them all in general without Distinction, in Proportion to the Sum, that every one has underwrote, altho' the one should have received more, and the other less Premium.

Note, In the 78 and 79 §. of our *Essay* is shewn, that in certain Instances it would be wrong to make the Return of Premium in this manner.

IV. **W**HEN

IV. WHEN an Assurance is once concluded, the same cannot be disannulled by a Return of Premium, for Reason that it was afterwards to be obtained at a low Rate. N^o. 920.

Tit. 7.

Of Neglects of the Master and Ship's Company.

I. ALL Damages that happen to Ships or Goods, through the Fault, Mistake, Neglect, and Misconduct, of the Masters, Mates or Sailors, let it be in what manner it will, are to be bore by the Assurers, and they must make them good. N^o. 921.

But a Redress upon the Master, Mates and Sailors, according to the Circumstances, is in Justice left open for them.

II. IF any Damage arises, by Reason the Goods on board were not sufficiently secured, or ill stowed, then the Assurers are indeed obliged to make good the Damage, as before mentioned; but the Assured, before Payment thereof, shall use his best Endeavours to recover his Loss from the Master, or of the Ship, and out of the Freight. N^o. 922.

But if this should not be sufficient, or that nothing was to be recovered from it, then the Assurer is obliged to pay the Loss.

III. IF a Ship was not well supplied or made tight, or that through the Ignorance and Neglect of the Master some wet and liquid Goods were put or stowed a top of other Goods liable to perish, and the same were by that means infected, damaged or spoiled; the same Method is to be observed, as has been prescribed in the foregoing second Article. N^o. 923.

IV. WHEN in hoisting the Goods in or out of the Ship, the Tackling happens to break, and the Goods insured are thereby damaged, the Assurers are answerable for it: but according to the Directions of the Laws of this City in *Art. xxxvi. Tit. 14. F^o. 2.* he may seek his Redress for such Loss from the Master and his Effects. N^o. 924.

V. WHEN a Master of a Ship shortens his Voyage, the Risk is at an End, and the Premium gained; but if he prolongs the same, as for Example, if he goes to any other Place, than what he N^o. 925.

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he was bound to, and the same is done with the Knowledge and Consent of the Assured, then the Assurer is no ways answerable for any Misfortune, that may happen to Ship or Goods in such out of the way Circuit.

Tit. 8.

Of Damages occasioned by Ships running foul of, or running down one another.

- N^o. 926. I. **I**F a Ship happens by Accident, to be run foul or run down by another, whether at Sea, in an open Road, or a Harbour, at home or abroad, by Day or by Night, in good or bad Weather so that it was broke or quite sunk, or that the two Ships ran, drove and hit one against the other, and by that means some Damage happened to the Ship or the Goods on board, either by throwing any thing overboard, or in other Shape, then the Damage is to be calculated upon both Ships, their Freights and Cargoes, as is customary in all general Averages, and consequently each Ship is to bear the Moiety: the Owners and Freighters of the Ship, that is preserved, are however no further answerable to make Restitution than the Value of the Ship and the Goods on board of her.

Note, By an Explanation in §. 66 of our *Essays* this Law seems to want some Amendment.

- N^o. 927. II. **B**UT in Case he that received the Damage can prove, that the other Ship did him the Mischief designedly and on Purpose, then that Captain who occasioned the same shall bear the whole Loss, (unless he and his People can make their Innocence appear upon Oath) to be understood, as far as the Value of the Ship, which did the Damage, and the Goods it had on board, will reach: And in that Case the Damage which such a Ship that willfully hurts another, suffers, is not to be brought into an Average, but is to be bore by the same alone.

- N^o. 928. III. **T**HE Assurers shall pay the Damage or Average upon any Ship and Goods lost in this manner, in the usual Time, after Notice has been given them of the unfortunate Accident.

IV. **T**HE

IV. THE Owners and Proprietors of the Ship, and Goods on board, which was sunk or damaged as abovementioned, shall prosecute their Right against the Owners and Freighters of the other Ship, that did the Damage, for the Benefit of the Assurers, if they require it, but at their own proper Risk and Charge, as far as the Value of such Ship and the Cargo it had on board amount to; and every thing, that they may recover, either by Decision and Verdict of the Law, or by Arbitration, with Consent of the Assurers, shall be made good again, after deducting the Charges, to the said Assurers in general in Proportion to a Repartition to be made according to the Sums they have underwrote, and paid their Shares of the Loss accordingly. N^o. 929.

Tit. 9.

Of Assurances upon Money lent upon Goods going by Sea and Bottomry.

I. **W**HEN any Person lends Money on Bottomry, he may make his Assurance to the full for Principal, Interest and Premium. N^o. 930.

II. WHOEVER insures upon Bottomry, is free from all Average, and not liable to contribute thereunto. N^o. 931.

Note, By the 24th §. of our *Essay* it appears reasonable, that some Alteration should be made in this part of the Law.

III. **L**IKEWISE, when Money is lent upon Goods by way of a Bill of Exchange, and such Bill is remitted to the Lender like another Bill of Exchange, then the Holder of that Bill has Liberty to value his Interest, and make the Assurance to the full. N^o. 932.

Tit. 10.

Of Assurances against Risk from the Turks, and upon Mens Lives.

I. **A**LTHO' according to the Regulation in *Art. vii.* of *Tit. 4.* the Risk against the *Turks* is commonly included, when an Assurance is made against the Risk of the Sea in general; yet when the same is made upon the Risk against

the *Turks* only, whether it be with Respect to the Ship, or Goods, or the Liberty and Life of any Person, then the Assurer is only answerable for that, and for no other Risk of the Sea whatever.

N^o. 934. II. IN all Assurances, which regard the Ransom of a Person out of Turkish Slavery, or the Lives of them, if in the latter Case they should be killed in fighting against the *Turks*, or dye in Slavery before they are redeemed, the Policies N^o. 5 and 6. hereto annexed, shall be made Use, as before mentioned; and the Name, Station and Quality of the Person, upon whose Liberty and Life the Assurance is made, must always be express'd therein.

N^o. 935. III. As soon as Advice is received, that the Person insured upon is taken and carried in by the *Turks*, the Assurers shall, within the Space of two Months, pay the respective Sums they have underwrote, without deducting 2 *per Cent.* as otherwise is usual, in full to the Stock for Redemption of Slaves at the Admiralty here, and from thence the Money is not to be delivered to the Party, that undertakes the Redemption of the Person out of Slavery, till the Prisoner is actually at Liberty, and arrived on the Christian Shore.

N^o. 936. IV. IF a Person carried into Slavery, and upon whom Assurance is made for his Liberty and Ransom only, but not for his Life at the same Time, happens to be killed in an Engagement, or dies before he is redeemed, then the Money, in Case the Assurers have already paid it, shall be returned to them, only 10 *per Cent.* of the Sum underwrote is to be left behind for the Benefit of the Wife and Children of the Deceased, and as to any thing else, the Assurance becomes thereby void.

N^o. 937. V. BUT if the Assurance is at the same Time likewise or more particularly made upon the Life of any Person, that is to say, in Case such Person was to die in Slavery before redeemed, or be killed in an Engagement against the *Turks*, or otherwise die a natural or accidental Death, by Water or on Shore during the Voyage, then the Assurers must pay the Sums underwrote by them, to the Party that made the Assurance, within the usual Time immediately after Advices, that may be depended upon,

upon, have been received thereof and been duly intimated to them.

VI. BY Risk from the *Turks* is only and merely meant the Danger from actual *Turks* and *Barbarians*, and not from other Pirates or Cruizers at Sea. N^o. 938.

Tit. II.

Of Relinquishing Ship or Goods to the Assurers.

I. IF a Ship, bound to any Port situated within the Limits of *Europe*, is missing and no Account had of her, within three Months at furthest, after the Time that such Ships usually perform the same Voyage, then the same may be given over as lost, and the Assured is at Liberty to abandon the Ship and Goods on board, and to demand from the Assurers Payment of the Sums they have insured and underwrote, and these shall be obliged to pay the Loss after the Rate of 92 *per Cent.* at the Expiration of two Months from the Time that Notice is given them from the Assured by a sworn Broker, or the Dispatcher of Assurances and Averages. N^o. 939.

II. SHOULD any one or more of the Assurers make a Difficulty of paying within the Time above limited, then the Assured must have Patience for one whole Year and two Months from the Time that the Ship departed, at the Expiration of which Term, the Assurer is to pay the full Loss of 100 *per Cent.* without any Deduction, and be obliged to give Security in the mean while to the Assured, if he requires it. N^o. 940.

III. THE same Method, as abovementioned, of abandoning and paying Losses shall be observed with Regard to Ships bound to the *West-Indies*, or other Places out of *Europe*, only that a longer Time must be waited for in Proportion to the Situation and Distance of the Places. N^o. 941.

IV. IN other Cases the Assured is not permitted to abandon a Ship or Goods, that are insured, but he is to use his utmost Endeavours to avoid any Damage, to preserve the Ship and Goods, and to promote the Advantage of them. N^o. 942.

N^o. 943. V. No Person assured can abandon Goods liable to perish.

But when, for Example, a Ship runs a Shore, or is taken and detained, and the Goods are already spoiled before, or become so bad afterwards, that they are not worth the Trouble and Expence to keep them longer, then the Assured is to give Notice thereof to his Assurers, and take their Opinion upon it, and to regulate himself according to what they shall agree upon amongst themselves.

N^o. 944. VI. BUT if the Assurers cannot agree on this head with the Assured, then he has Liberty to have a Certificate or Attestation drawn up by experienced People upon Oath, in what Condition they found the damaged Goods; and if from thence it appears, that no Part thereof was saved sound, or that the Part, that was saved, was not worth the Trouble of drying, repacking and transporting again, then the Assured may either sell the Goods, and demand the Loss which he suffers thereby from the Assurers, or else ask the Payment of the whole Loss from them, without waiting for the Sale, and leaving or relinquishing the damaged Goods to them.

Tit. 12.

Of the Valuation of Losses.

N^o. 945. I. **T**HE Damage, that happens to the Hull of a Ship is according to ancient Custom to be valued by the Elders of the Ship-Carpenters, Rope-makers, and Sail-makers appointed for that Purpose; but at the same Time a particular Regard is to be had, whether the Ship, and its Equipage were new or old, and the Valuation to be regulated accordingly.

N^o. 946. II WHEN in unloading of a Ship, Part or the Whole of a Cargo is found to be damaged, it is then to be left to the Option of the Assurers, to have them either valued by the sworn Appraiser, or to be sold at publick Sale.

N^o. 947. III. THE Assured is not to open the damaged Goods, but in the Presence of the Assurers or their Deputies; but if Time
and

and Circumstances do not admit to call them, yet the Goods must not be opened, but in the Presence of a Notary and some Witnesses.

IV. WHEN Goods are valued in a Policy, and Part of them prove damaged, and the other Part remains sound, then the damaged ones, whether there be more or less of them, shall only be put up to publick Sale; and the Dispatcher of Assurances and Averages is to make up the Account of those Goods sold, according to the Valuation, without regarding what the Goods, that were still sound, would fetch when they came to be sold, and the Assurer is liable to pay the Average accordingly, notwithstanding, that the Goods, which remained sound, should produce as much as the Valuation of all the Goods together amounted to. N^o. 948.

But if the Goods are not valued in the Policy, then the said Dispatcher must make the Invoice or Account of the prime Cost the Basis of his Calculation, adding thereunto the Premium of Assurance and Re-assurance, with the Charges that were required to carry them on board; and no Regard is in such Case to be had to any thing else, much less to what is commonly called the Conjecture, or imaginary Profit.

Tit. 13.

Of proving a Loss.

I. **W**HOEVER demands Payment of a Loss, must prove, that he has suffered such a Loss. N^o. 949.

II. ALTHO' a Clause is contained in the Policy, that in Case of Loss the Assured is to produce nothing more than the Policy only, nevertheless he shall be obliged to prove not only the Loss of the Ship, but likewise that he had actually an Interest on board, by the Bill of Lading, or, if the same is not at hand, or cannot be conveniently come at, by some other legal Evidence, unless it be expressly stipulated in the Policy, that not even the Bill of Lading was to be produced; in which Case however all other Proofs and Documents, that are to be had, must be exhibited. N^o. 950.

III. WHEN

N^o. 951.

III. WHEN Masters, Mates or Sailors carry any Merchandize along with them, for their own Account, and get them assured, without having Bills of Lading made out for the same, they shall be obliged, in Case a Loss happens, to make it appear upon Oath, that the Goods were their Property, and that they had them actually on board, as likewise, how much of them was lost, or what was saved.

Tit. 14.

*Of Ships running a Shore and the Salvage of Goods stranded.*N^o. 952.

I. **W**HEN a Ship is stranded, or got fast upon a Sand, and the Goods have already been saved, or may still be saved, the Assured must give Notice, as soon as he receives Advice thereof, by a Broker, if Time will permit, to the Assurers, and these shall, as soon as possible, choose two or three Deputies from among themselves, who are to consult with the Assured in the Presence of the Dispatcher of Averages, if his Attendance is required, about the most proper means to be made Use of, for the Benefit of the Ship, and the Salvage, and Recovery of the Goods; and the Assured is to proceed and act in Conformity to what is then agreed upon, and the said Dispatcher must likewise regulate the Calculation he is afterwards to make accordingly.

N^o. 953.

II. IF an Assurer pays immediately the Sum, he has underwrote, and will not contribute towards the Charges requisite for saving and recovering the Ship and Cargo, he is thereby discharged from his Obligation, and is not liable to any thing further. Otherwise the Assurers are obliged to make Satisfaction to the Assured for all Expences incurred for the Advantage of the Ship, and Salvage of the Goods.

N^o. 954.

III. WHEN Goods are so much damaged or spoiled, that it requires a considerable Time to refit them, and the Assured can by any means make it appear, whereabouts the Loss or Damage does amount to, he is then entitled, at the Expiration of three Months, to demand from his Assurers, as much as may be deemed already lost, and what in Justice and Equity he can desire

desire in Proportion to the Loss; the same to be allowed in Account afterwards.

Tit. 15.

Of Ships taken, their Ransom and Reclaiming.

I. **W**HEN a Ship happens to be taken and carried in by Privateers or others, the Assured shall give immediate Notice thereof to his Assurers, and consult with them, according to the Regulation in *Art. ii.* of the preceding *Tit. 14.* about what may be proper to be done for redeeming and reclaiming the Ship and Cargo, and the Assurers are obliged to pay the Expences required for that Purpose either immediately down, or by Degrees. N°. 955.

II. IF a Master finds an Opportunity to clear and ransom his Ship and Cargo, thus taken, he has not only a Right to do so but is in Duty bound and obliged to it, if the Interest of his Owners and Freighters is promoted thereby; and the Assurers are obliged to approve, without Contradiction, whatever the Master shall transact in this manner. N°. 956.

III. IF a Ship, that is ransomed, is lost on its Voyage, or taken again, after it was redeemed, then the Assurers must pay not only the Loss of the Ship and Goods lost or taken again, but the Money paid for the Ransom likewise. N°. 957.

IV. WHEN a Master has made his Ship free, and ransom'd it, he shall immediately and by the first Opportunity give an Account thereof to the Assured, who shall acquaint his Assurers therewith, that they may at all Events take the necessary Measures in due Time to make Assurance upon the Ransom, if they think proper. But if a Master, after having used his best Endeavours, could not find Occasion, to give such speedy Advice of what had happened, and the Ship should in the mean Time happen to meet with any Mischance, or be lost, then the Regulation in the foregoing *Art. iii.* is to take Place. N°. 958.

V. ALTHO' the Assured in the beforementioned Case is not at Liberty to do or act any thing without the Knowledge and Consent. N°. 959.

Consent of his Assurers, yet, when the Assurers are not on the Spot, he is obliged and bound to carry on the Appeal of Reclaiming by himself, tho' at their Risk and Charge, and to observe their Benefit and Advantage, by all the most probable Means in his Power, giving them Advice of all what passes without Delay.

- Nº. 960. VI. IF the Appeal lodged for the Reclaiming is not decided within six Months, or that there is but little Appearance that the same will be brought to a speedy Issue, but that in the mean while some Damage actually appeared by the Decay of the Goods, then the Assurer shall be obliged to pay to the Assured such present Damage upon the spoiled Goods, and the Charges already expended thereupon, on Account.

Tit. 16.

Of the Notification and Payment of Losses.

- Nº. 961. I. **A**S soon as a Ship is lost, or taken as lawful Prize, and an Account, that may be relied on, is received, that nothing has been saved of the Cargo, or that there are no Hopes left to get Ship or Goods free again, then the Assured, as soon as he receives such Advice, is immediately to give Notice of it by the Broker to the Assurers, and they must pay the Loss within two Months, with the usual Deduction of 2 *per Cent.* the Loss must be proved however beforehand by the requisite Documents and Testimonials.

Tit. 17.

Of the Time limited for demanding of Damages, and when they are out of Date.

- Nº. 962. I. **W**HEN a Loss, or only an Average happens, or that some Premium is to be returned, and the Accident befell Ship or Goods in *Europe*, then the same must be recovered within the Space of a Year; but in Cases that happened out of *Europe*, within two Years, to be reckoned from the Day that the Misfortune happened, upon Forfeiture of the Demand,
or

or at least Notice is to be given within that Time to every Assurer by a sworn Broker in due Form, and the Day, when it was so notified, is to be set down by the Broker in his own Hand-writing.

II. IF the Assured does not demand the Payment of the Loss within ten Years after Notice was given thereof in the manner abovementioned, and does not actually sue the Assurer for the same by due Course of Law, then his Demand is absolutely void, and the Assurer or his Heirs are in no Respect any longer answerable for it. N°. 963.

Tit. 18.

Of Re-Assurance.

I. IF an Assurer is desirous, that another should in his stead assure again the Risk he has taken upon himself, he has indeed Liberty to do so, but is however obliged to discover faithfully to the Assurer, that undertakes the Re-Assurance, all the Knowledge, which he has, concerning the Ship and Goods insured, and to express the same plainly in the Policy. N°. 964.

The first Assurer remains nevertheless as firmly bound as before to the Party he assured, and can no way prejudice them by such Re-Assurance.

II. WHEN an Assurer falls to Decay, or is by any means reduced to such Circumstances, as not to be able to comply with the Engagements he has entered into, the Assurer is then at Liberty to get himself assured afresh again by another, and to demand back his Premium from the Assurer, that is become insolvent, or insufficient, upon striking his Name off from the Policy. N°. 965.

^{Note.} If the Assured has sufficient Time to make a fresh Assurance, he ought then to be regarded only as a Creditor for the Premium on the Bankrupt's Estate, and not to receive any more than an equal Dividend with the Rest of the Creditors. See the *Essay* §. 76, 80.

Tit. 19.

Of Arbitrators and Deputies.

- N^o. 966. I. **A**LL disputable Cases, before they are judicially carried before the Court of Admiralty, shall first be referred to Arbitrators, as soon as the Loss is known, and the requisite Testimonies can be procured, without any the least Delay, under the Penalty of 100 Rixdollars, either to be by them decided within the Space of two Months; or else the Assured, at the Expiration of that Term, shall be at Liberty to sue such Assurers, as refuse Payment, at Law.
- N^o. 967. II. ONE of the Arbitrators is to be nominated and chose by the Assured, and the other by the Assurers.
- N^o. 968. III. FROM the Arbitrators is required, that they well and maturely weigh and consider all the Circumstances of the Case, according to the best of their Judgment and Conscience, and endeavour if possible to settle and accommodate matters amicably between the Parties; and the Conditions of such an Award, after it has been approved by all present, shall be briefly set down under the Policy for the Government of the Parties; mentioning along with it, whether 2 *per Cent.* is to be deducted as usual, or not; particularly, when the Date has been added, the same must be marked and signed by the Arbitrators.
- N^o. 969. IV. If the two Arbitrators cannot agree among themselves, they are to choose a third for an Umpire, and what then two of these three, or, if there is no Umpire, what the two first unanimously award and judge reasonable, all the several Parties shall abide thereby and act accordingly without any further Evasion, nor shall any Exceptions thereunto, nor Appeal from the same to any Court of Judicature, be admitted.
- N^o. 970. V. As the Assurers are not obliged to submit to the Arbitration against their Will, so neither can any Person be forced to take upon himself the Place of an Arbitrator or Umpire, unless he gives his Consent to it freely.

VI. WHAT-

VI. WHATEVER passes in the Conferences between the Arbitrators shall not tend to the Prejudice of any Party, if the Affair is not accommodated and settled. N^o. 971.

VII. WHEN the Assurers have been summoned twice or thrice by the Arbitrators, or by the Assured himself, to meet in order to settle a Loss or an Average, and they do not appear either Personally or by their Proxies in a sufficient Number, which must be above half of them, then the Assured at the Expiration of six Weeks, to be reckoned from the Day that he first summoned the Assurers to meet, has Power to proceed further, and carry his Complaint in the Affair before the Court of Admiralty. N^o. 972.

VIII. WHATEVER is settled and agreed upon by the Mediation of the Arbitrators between the Assured and the Majority of the Assurers or their Deputies, shall likewise be conformed unto by the Minority of them, which were absent, and for their Government the Resolutions agreed to shall be minuted under the Policy, as is ordered above in *Art. iii.* N^o. 973.

Tit. 20.

Of Fraud and the Punishment thereof.

I. IF contrary to our Hope and Expectation any one, that is assured himself, or a sworn Broker, or any Master, Mates and Seamen should act fraudulently, and with Design, Deceit, or out of Wantonness, impose upon the Assurers either in the Contract or Policy of Assurance itself, or act dishonestly by the Ships, Goods and Cargoes, that are insured, and run them into extraordinary Hazards, whereby the Assurers become to be Losers; such a Cheat and Impostor, if any malicious Intention can be proved against him, shall not only be liable to make Satisfaction for all Losses, Damages and Charges, altho' the Loss did not actually happen, but more particularly, when a real Prejudice is arisen from it, but shall moreover, according to the Nature and Circumstances of the Crime, be prosecuted as N^o. 974.

a Criminal, and suffer such exemplary Punishments as the Law shall inflict.

Tit. 21.

Of Averages, and how they are to be settled.

- Nº. 975. I. **A**LL Damages that happen to Ships or Cargoes, with all the ordinary and extraordinary Expences, that are required, from the Beginning of a Voyage to the End of it, are deemed Average.
- Nº. 976. II. AVERAGES are divided into the lesser or ordinary, and the larger or extraordinary, commonly called general and gross Average, as likewise into Particular Average.
- Nº. 977. III. THE Assurers never contribute any thing to the lesser or ordinary Average, under which Denomination are comprehended all the usual Payments, such as the ordinary Pilotage, Light-Buoy and Pile Moneys, the Hire of Hoys, Lighters and Boats, Anchorage, ordinary Quarantain Charges, and such like; whereof the Cargo bears two Thirds, reckoned according to the Lasts, but not according to the Value, and the Ship one Third.
- Nº. 978. IV. THE Averages settled by the Merchants, in the Trades from *England, France, Portugal, Italy, Petersburg and Archangel*, are comprehended among the ordinary Averages.
- Nº. 979. V. IF a strange Master, that never was on the River *Elbe* before, takes a Pilot on board in foreign Parts, and promises him extraordinary Pilotage, that Expence must be bore by the Master alone, and comes into no Average.
- Nº. 980. VI. WHEN the ordinary or common Average is settled conformable to what has been mentioned above in *Art. iv.* then the Ship alone must bear the Expences of bringing those Goods up to the City, that are unloaded on the River below.
- Nº. 981. VII. To the larger and extraordinary Average, otherwise called general and gross Average, is reckoned in general all the Expence incurring in saving and preserving the Ship and Cargo,
and

and all Damages occasioned by such Accidents; which are to be divided upon the Ship, Goods and Freight, and when the same amount to 3 *per Cent.* after Deduction of the Commission for the Dispatcher appointed to settle them, the Assurers are obliged to pay it.

VIII. In the Division of the general Average, the Ship must first be valued at its real Worth in the Condition as it came from Sea; secondly, the Cargo according to Invoice, with all Charges added thereunto, till on board, but not the Premium; and thirdly, the Freight, deducting the Mens Wages. N^o. 982.

Note, It is very plainly proved, in the 55th §. of our *Essay*, that with Respect to valuing of the Goods at prime Cost, some Distinction should be made in this Ordinance.

IX. To the general and extraordinary Average belong particularly: N^o. 983.

1. All Damages that happen to a Ship, its Equipage, or the Goods on board, or are occasioned by a Defence it makes in Engagements with Enemies, Privateers, or Pirates.
2. The extraordinary Pilotage and other Charges, which a Master is obliged to pay, when by Reason of the Ship's having sprung a Leak, or received other Damages, he is obliged to seek and run into some Harbour.
3. When a Ship runs a ground, and in order to get off again is forced to have the Assistance of Strangers, or be unloaded.
4. All what a Master agrees for with any Privateers or Pirates for the Salvage of the Ship and Cargo, or what he is forced to give them, or otherwise lets them have by Consent for the Redemption of the Ship.
5. All what is required for the Cure, Attendance, and extraordinary Maintenance of those Officers and Sailors, which are wounded or maimed in the Defence of a Ship, as likewise what is given to the Widows and Orphans of such Husbands and Parents, as are killed in the Engagement.
6. All what a Master promises to a Ship's Company in an Engagement, or other dangerous Accidents, in order to encourage them to a brave Defence, and the Preservation of the Ship.

7. All Cables and other Ships Materials, that are cut away, slipped or wore out in the Preservation of the Ship.
 8. All that is thrown overboard for the common Benefit, or is damaged by such Jettisons or other means used for the Preservation of Ship and Cargo, except in Cases against which a Proviso is made in *Art. ix.* in the ensuing *Tit. 22.*
 9. When in Time of War, Goods or any other Things are taken out of Ships by a Privateer or other Cruizer under Commission, not being of the Enemies Side, for which Payment is promised, but not comply'd with.
 10. The Charges incurred by extraordinary Quarantains or other unavoidable Accidents.
- N^o. 984. X. POWDER and Ball, with what else appertains to Ammunition, and Defence is not comprehended in an Average, except what has been mentioned in *Art. ix. § 1.*
- N^o. 985. XI. To the particular or private Average belong such Damages as happen alone to the Ship, or alone to the Cargo, and to each separately, not relating to the avoiding of any common Danger; which Losses with all Charges every Assurer, that has underwrote thereupon, is obliged to pay separately, if the same amount to above 3 *per Cent.* after the Commission for the Dispatcher of Averages is deducted.
- N^o. 986. XII. AN Assurer is entitled to deduct two Rixdollars on the Payment of all Averages, that amount to upwards of 50 Rixdollars, unless the contrary was awarded and agreed upon by the Arbitrators, that adjusted the Affair, or settled the Damage, according to the Direction of *Art. iii. Tit. 19.*
- N^o. 987. XIII. IF an Accident happen to Ship or Cargo on the outwardbound Voyage, the Damage may be settled at the Place where she unloads; but in Case it cannot conveniently be done there, then it must be adjusted here.
- N^o. 988. XIV. WHEN any particular or private Average is found on Ship or Goods, the Valuation and Sail of the Goods shall be made conformable to the Contents of *Art. ii. iii. iv. of Tit. 12,* and in Case the Policy is not valued, the Average is to be regulated upon the footing of what the Goods cost according to the Invoice,

voyce, with the Charges delivered on board, and the Premium, and of what they produced at the Sale, according to what is prescribed in *Art. iv.* of the preceding *Tit. 12*, and if it appears, that they produced at the publick Sale still some Profit and Advance over and above the first Cost as aforesaid, then the Proprietors of them are to bear their proportionable Share of the Average for such Advance.

Note, This will be more clearly understood, by looking into the Accounts exhibited in our Cases N^o. 14 and 16.

Tit. 22.

I. **W**HEN in a violent Tempest, or to favour the Escape from a pursuing Enemy, Necessity requires, to throw something overboard, all the Goods thus flung overboard, come under the general Average according to the Directions in *Art. viii.* and *ix.* of *Tit. 21*, provided however, that the Goods thrown overboard are to contribute thereunto in an equal Proportion with the rest. N^o. 989.

II. THE Master is not to order any thing to be flung overboard of his own Head alone, but to consult beforehand deliberately with his Officers, and take their Opinions, whether there be an absolute Necessity, for throwing any thing overboard. N^o. 990.

III. THE Writer, or the Person who officiates in his Place, is carefully to note the Circumstances of the Danger, and every one's Opinion, when it is resolved to throw any thing overboard; and he is likewise to draw out a faithful Account of the Goods flung overboard, and of those that receive any Damage thereby. N^o. 991.

IV. WHEN the Circumstances and Danger do not permit to observe all this exactly, then as much, as the Time will admit of, must be set down and noted, and the rest is afterwards to be proved by a Deposition upon Oath of the Ship's Company. N^o. 992.

- N^o. 993. V. As much as Time and Circumstances will permit, the Master, in the throwing any thing overboard, is particularly to regard, that such Goods or Materials are flung over first, as are of the smallest Value, or will probably be least wanted ; but if that proves not sufficient then he may take some of the other Goods and Merchandize.
- N^o. 994. VI. THE Damage and Loss that accrues from any Jettison for the Preservation of the Ship and Cargo on board, shall be declared with all its Circumstances by the Master at the Place where he unloads, and is there to be settled as a general Average ; but if it cannot conveniently be done at that Place, then the Adjustment must be referred hither.
- N^o. 995. VII. THE Ship's Provisions, Ammunition of War, the Officers Equipage and Cloaths, the Pay and Wages of the Seamen, do not contribute any thing in Case of Jettison ; but if through Necessity any of them are likewise obliged to be flung overboard, the same are to be made good out of the Average like the other Goods that are thrown over.
- N^o. 996. VIII. ALL Goods, that lye upon the Deck of a Ship, if they are thrown overboard or damaged, are not to be paid for ; but when they are preserved, they must nevertheless contribute towards the other Goods, that were flung over, reserving however to the Owner of them his Demand upon the Captain.
- N^o. 997. IX. WHEN a Ship in a Storm, or in endeavouring to escape from an Enemy, is not saved by the Jettison, but is notwithstanding lost or taken, then the Average takes no Place ; but whatever is saved out of the Wreck, or is recovered from the Power of the Enemy, remains for him to whom it belongs alone, and need not contribute any thing to what has been lost, or to the other Goods thrown overboard.
- N^o. 998. X. SHOULD it happen, that a Ship, after it has already flung some Goods overboard, and by that means saved herself or escaped from an Enemy, is afterwards in the same Voyage destroyed by another unfortunate Accident, or taken, then the Goods that are saved and preserved from this latter Misfortune, must likewise bear their Share in the Loss of the Goods flung over-

overboard before; deducting however first the Charges and Salvage.

XI. WHEN a Master, upon a River, or going into any Harbour, puts Part of his Cargo on board of Hoys or other small Vessels, in order to lighten his Ship, and the same come to some Damage or are lost, such Loss and Damage is esteemed equal to a Jettison, and must be paid by a general Average. N°. 999.

XII. BUT if such a Ship should afterward be lost herself, with the Remainder of the Cargo, and the Goods taken out of her on the contrary came safe on Shore, these latter are not obliged to contribute towards the Damage sustained by the Loss of the Ship and Cargo. N°. 1000.

XIII. WHEN Goods are thrown overboard, and recovered again afterwards, then the Damage they suffered by the Jettison, and what was expended in Salvage and Charges of getting them again, is only to be brought into the Average. And if even more had already been paid, the Surplus must be returned again. N°. 1001.

Tit. 23.

Of Brokers and the Premium.

I. NO others than sworn Brokers, that stand on the List and are well versed in Writing and Accounts, that are Freemen of this City and constantly reside here, are to be employed in the making any Contracts of Assurances; and no Agreement or Bargain for Assurance is to be concluded by any Body else, under the Forfeiture of 15 Rixdollars for every Offence; the Merchants may however make Assurances among themselves without a Broker at their Pleasure. N°. 1002.

II. THESE Brokers are not to trade for themselves in any Shape, nor be concerned directly or indirectly in any Ships or their Cargoes, on Forfeiture of their Privilege to act as Brokers. N°. 1003.

- N^o. 1004. III. THE Broker obliged to keep an exact Book and Account of all Cases and Transactions in Assurances; in which are to be carefully noted the Contracts they conclude according to their Dates, as likewise the Advices, whereof they have given Notice to Assurers; and further they are to specify therein the Day, on which such Notifications were made, and in what manner the Assurers expressed themselves in relation thereunto, and what is agreed upon in the Meetings concerning the same; in order that they may be able to give a certain and sufficient Evidence of their Transactions, by producing of those Books, when such an Account is required from them; and this on Penalty, of not only forfeiting their Brokerage, but of severer Punishments, if they are found to have been guilty of any Neglect or Irregularity.
- N^o. 1005. IV. THE Brokers shall take a proper Policy for each Assurance, and of one of the Forms hereto annexed, under the Penalty of 10 Rixdollars for every Offence to the contrary; and as they are to fill them up and regulate them according to this Ordinance, so they are likewise in all Respects to conduct themselves conformable thereunto.
- N^o. 1006. V. THE Brokers are to take or demand no more than one Quarter *per Cent.* of the Merchants, nor any more than one Eighth *per Cent.* of the Assurers for their Brokerage, on Pain of arbitrary Punishment. But in Case the Premium does not amount to Two *per Cent.* then they are not to take or demand any thing at all of the Assurers.
- N^o. 1007. VI. THE Brokers shall serve the Assured, as well as the Assurers, faithfully, and not conceal from them any Circumstances they are acquainted with, but ingenuously disclose every thing; and shall not suffer themselves to be made Use of in any Overpersuasions, or hazardous Inducements in concluding of Assurances, under Penalty of incurring the Forfeiture mentioned in the foregoing *Art.* iii. which according to the Circumstances, and especially if any one shall suffer an actual Loss by their wilfully concealing the Truth, shall be extended even to Body and Goods.
- N^o. 1008. VII. As the Broker is obliged to pay the Premium he receives from the Assured to the Assurers without Delay, so if he
be

be backward in the Payment of the Premium, he shall forfeit his One Quarter *per Cent.* thereby, and still pay the full Premium immediately.

VIII. IF an Assurer leaves any Premium in the Hands of a Broker upon Credit, and suffers any Loss by that means, he can have his Redress from him only; but if the Broker becomes insolvent, and the Assured himself has not yet paid the Premium, then he shall be obliged to pay the same to the Assurer. N°. 1009.

IX. A Broker, that has received some Premium, and does not pay the same to the Assurer, but designedly with-holds it from him, shall be published on the Exchange for a Man neglect-full of his Duty, and shall never be employed in making of Assurances again. N°. 1010.

I. POLICY.

Upon the Hull of a Ship.

WE Assurers here underwritten assure, every one for himself and his Heirs, to N°. 1011.

upon the Receipt of the Sums signed by us underneath,
Premium upon the

the Hull of the Ship, her Masts, Sails, Anchors, Guns, Ammunition, Provisions, and all other Utensils and Appurtenances, called

commanded by
as Master, or by any other; bound for

Which with our Consent is valued at
Pray God send her in Safety! We take upon Ourselves the Danger and Risk of all manner of Damage and Misfortunes, that may befall or happen to this

the Hull of the Ship, in the Whole or in Part,
during this present Voyage, by any Accident whatsoever, whether by Perils of the Sea, Storms and Tempests, Shipwreck,
H h 2 running

Ordinances of the City of Hamburg,

running a Shore, being failed over, Fire, Carelessness, and steering a wrong Course, Arrests and Restraints of Kings, Princes and Republicks, being taken and carried in by Enemies, Ransoms and Confiscation, violent Plunderings of Privateers or Pirates, Neglect and Malice of the Captain or his Mariners, or by any other Accident or Occasion, whether they can be thought or not. For we put ourselves entirely in the Place and Stead of

to keep him free and harmless from all Damage. And this Risk begins from the Day and Hour, that the Ship takes in any Part of her Cargo or her Ballast, till she is arrived at

and her whole Loading is discharged there. We further agree, promise and engage, all and each of us in particular, that we will well and truly pay the respective Sums by us subscribed hereunto, or such Part thereof as will make full Amends to the Assured for his Loss, and the extra Expences he has been at, in Case any Misfortune or Damage should befall the said Hull of the Ship, either by any of the Means before specified, or in any other manner or Shape whatever, and to make such Payment within two Months after regular Notice has been given by the Assured of the unhappy Accident, and the requisite Proofs exhibited of the Damage suffered thereby. And we accordingly submit ourselves to the Ordinance relating to Assurances and Averages of this City of *Hamburg*, in all the Clauses and Conditions, whether printed, or added in writing, which latter are equally valid, as the printed ones, if not preferable to them. For which we bind our Goods and Chattels, without Fraud or Deceit. Thus concluded by

Sworn Broker.

Hamburg the

II. POLICY.

Upon Goods.

N^o. 1012.

WE the underwritten Assurers confess, for us and our Heirs, that each of us has assured the Sum here underneath signed for by him, unto

upon

upon

which, with the

Consent of us the Assurers, have been valued at

, whether they have cost, or are worth more or less, and no further Proof or Account of the Value is hereafter to be required, than the producing of this Policy only; and which are already shipped, or still to be shipped, on board of the Ship now commanded by Captain:

or some other, and is bound from

, where he took these Goods on board, to

, where he is to unload and discharge these Goods

he has taken in. And in Consideration of *per Cent.*

Premium received, we take upon ourselves the Hazard and Risk of those Goods shipped as aforesaid, with Respect to any Damage or Misfortune that may overcome or happen to them in any manner or Shape whatever, either to the Whole or a Part, and whether it be by Accidents that can be foreseen, or by such as cannot. For we will be answerable for all the Risk of Storms and Tempests at Sea, Shipwrecks, running a Shore, being failed over, Jettison, Fire, Arrests and Restraints of Kings, Princes and other Powers, Taking and Carrying in by Enemies, Confiscations and Reprisals, as likewise forcible Plunderings of Privateers and Pirates, and of all other Perils that may befall these Goods during this Voyage by outward Violence, whether the same happen by Mistake, Neglect, or the wilfull Act and Deed of the Captain or his Mariners, or in any other manner or Shape whatever. We put ourselves entirely in the Place and Stead of the aforesaid

to keep him clear and harmless from all such Damages. And this Risk begins the Moment that the Goods depart from the Shore, in order to be carried on board, until they are delivered a Shore again at

in Safety, and free from Damage; Pray God conduct her safely!

We are also content, that the Ship, which has these Goods on board, pursue its Voyage according to the best Judgment of the Master; but in Case, which God avert! it should so happen, that some Misfortune befell these Goods and Merchandize, or that all or Part of them were lost, spoiled or damaged,

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damaged, whether it be by any of the Means before described, or by any other Accident; then we promise and oblige ourselves, the first as well as the last, to be responsible for all such Loss and Damage, along with all extraordinary Charges, each of us for the Sum he has respectively subscribed thereunto, and each of us promptly to pay the several Sums underwrote, or such Part thereof, as shall be required for the full Indemnification of the Assured, within two Months after due Notice has been given that the unfortunate Accident has happened. And we accordingly submit ourselves to the Ordinance of this City of *Hamburg*, with all the Clauses and Conditions thereof, whether printed or added hereunto in Writing, which latter shall be deemed equally binding with the printed ones, nay be preferable to them. For the true Performance we bind our

Goods and Chattels, without any
Fraud or Deceit. Thus concluded by

Sworn Broker.

Hamburg the

III. POLICY.

For Money lent at Bottomry on a Ship, or Goods, and Freight.

N^o. 1013. **W**E the underwritten Assurers, for ourselves and our Heirs, assure unto

each of us for the
Sum underwrote by him hereunto, upon Receipt of

Premium, upon Bottomry Money, which he has advanced on the Bottom of the Ship (or upon Goods, and likewise the Freight shipped on board of the Ship) called the
whereof

or any other, is Master, from to
where she is to unload and discharge her
Cargo; Pray God conduct her in Safety! We take upon ourselves the Danger and Risk of all Accidents and Misfortunes, which may befall or happen to this Ship [these Goods] to the Whole or Part thereof, in any Shape whatsoever, during this present Voyage; whether it be by Perils of the Sea, Storms and Tempests, Shipwreck, running a Shore, being failed over,
Fire,

Fire, Carelessness and steering wrong Courses, Arrests and Restraints of Kings, Princes or Republicks, being taken and carried in by Enemies, Reprisals and Confiscations, forcible Plundering of Privateers or Pirates, Mistakes or bad Conduct of the Master and his Mariners, and by any manner of Accident, whether to be imagined or not, from the Day or Hour that this Ship did begin to take its Cargo or Ballast on board, [that the Goods, on which the Money is lent, are carried from the Shore on board of] till it is arrived at

and has there discharged her whole Cargo.

We put ourselves entirely in the Place and Stead of

to keep him

harmless from any Loss; and we promise, in Case any Misfortune or Damage should happen to this Ship, or these Goods the Money is lent upon, or to the Freight, by the abovementioned, or any other manner and means, that we will pay to

the Sums

by us respectively underwrote hereunto, or such Part thereof as shall be sufficient entirely to indemnify him, with all his extraordinary Expences, within two Months after due Notice has been given, and the requisite Proofs exhibited of the Loss or Damage, and this fairly and justly without any Contradiction.

We accordingly submit ourselves to the Ordinance relating to Assurances and Averages of this City of *Hamburg*, with all the Clauses and Conditions thereof, as well the printed, as those added hereunto in Writing, which last are esteemed at least of equal Value, if not preferable to the printed ones. For the true Performance whereof we bind all our Goods and Chattels without any Fraud or Deceit. Thus concluded by

Sworn Broker,

Hamburg the

IV. POLICY.

Upon the Greenland and other Fisheries.

WE the underwritten, for ourselves and our Heirs, assure [N^o. 1014.
unto

the several Sums by each of us respectively
signed

Ordinances of the City of Hamburg,

signed hereunto, against Receipt of the Premium agreed upon, at _____ to *Greenland*,
Spitzbergen, and all other Havens or Ports situated thereabout,
 on the Whale Fishery, the Ship called the

whereof _____ or any other is
 Commander, with all its Appurtenances and Equipage, going
 and coming,

to sail within or without the Ice, according as they shall judge
 the Place most convenient for fishing, or to unload and load
 again, as Necessity may require. Pray God conduct her in
 Safety!

We take upon ourselves the Danger and Risk of all manner
 of Damages or Misfortunes, that may accrue and happen to
 this Ship, its Equipage, or Appurtenances, in any Shape what-
 ever, during this present Voyage and as long as the Fishery lasts;
 whether by Perils of the Sea, Storms and Tempests, Ice, run-
 ning on Shore, being failed over, Fire, Neglect and steering a
 wrong Course, Arrests and Restraints of Kings, Princes, and Re-
 publicks, being taken and caried in by Enemies, Reprisals and
 Confiscation, forcible Plunderings of Privateers or Pirates, Ne-
 gligence or Malice of the Master and his Mariners, or by any
 other means, that can be devised or not; we put ourselves en-
 tirely in the Place and Stead of

to keep him free and harmless
 from any Loss. And this Risk takes its Beginning from the Day
 and Hour that the Ship first begins to be fitted out, and en-
 dures until the Fishery is ended, and the Voyage completed,
 and that she is safely returned _____ and
 has there discharged her Cargo.

We engage and oblige ourselves, all and each of us in par-
 ticular, in Case any Misfortune or Damage should befall this
 Ship by the abovementioned or any other means, that we will
 truly and without any Exception pay the respective Sums by us
 here underwrote, or such Part thereof as shall be a full Indem-
 nification to the Assured for the Loss he has suffered, and for
 his extraordinary Expences, and this within two Months after
 due Notice has been given by the Assured of the unfortunate
 Accident and Damage incurred, and the requisite Proofs thereof
 have been produced. Consequently we submit ourselves to the
 Ordi-

Ordinance of this City of *Hamburg* relating to Assurances and Averages, with all the Clauses and Conditions thereof, whether printed or added hereunto in Writing, which latter are equally as valid as the printed ones, nay even preferable to them. For the true Performance whereof we bind all our Goods and Chattels without Fraud or Deceit. Thus agreed by

Sworn Broker.

Hamburg the

V. POLICY.

Upon the Life of any Person.

WE the underwritten, for us and our Heirs, assure N°. 1015.
 unto each of us
 the Sum by us signed hereunderneath, at *per Cent.*
 Premium, on the Life of the Person of
 sailing as
 on board of the Ship called the
 bound from

to , or, in Case this Ship should be lost, which God forbid! and this Person happened to be saved, then on any other Ship, aboard whereof he shall embark himself, or even if he was to pursue his Journey by Land. Pray God grant him a safe Passage!

We take upon ourselves the Hazard and Risk of this Person, whether he loses his Life and dies in a natural way or by any violent or other means whatever, during the present Voyage, from the Time he goes on board, until his safe Arrival at the Place he is bound to, and is landed again alive on Shore from on board.

We engage, if this Person die a natural or a violent Death during the Voyage, or before he is landed on Shore from on board after his Arrival, or before he arrives at that Place either by Water or by Land, that we will then pay to his Heirs, or to the Bearer of this Policy, the respective Sums by each of us here underwrote without Delay. We accordingly submit ourselves to the Ordinance of this City of *Hamburg* relating to Assurances and Averages, with all the Clauses and Conditions thereof, whether

Ordinances of the City of Hamburg,

printed or added hereunto in Writing, which latter shall be equally valid with the printed ones, or even preferable to them. For the true Performance whereof we bind all our Goods and Chattels, without any Fraud or Deceit. Thus done by

Sworn Broker.

Hamburg the

VI. POLICY.

Against Risk from the Turks, and on the Money to be paid for Ransom.

N°. 1016.

WE the underwritten Assurers, for us and our Heirs, assure unto

each of us the respective Sum signed here-
underneath, at *per Cent.* Premium, upon the Person
of *failing as*

on board of the Ship called

bound from

to

or, if this Ship should happen to be lost,
or by any other means rendered incapable to finish her Voyage,
then upon such Ship or Ships wherein he shall embark him-
self in order to complete the aforefaid Voyage, and on every
Way whatever, whether by Water or by Land. Pray God
conduct him in Safety!

We take upon ourselves the Hazard and Risk of the Liberty
of this Person, the said *in Case he should*
be taken Prisoner by any *Turkish, Moorish, Barbarian* or other
unchristian Pirates and Cruizers, and be carried by them into
any of their Ports into Slavery.

And if such a Misfortune should happen to him, which God
forbid! then we promise to pay the Sums by us respectively
here underwrote into the publick Bank of this City for the
Redemption of Slaves, towards his Release and Ransom, within
two Months at furthest after certain Advice has been received
of his being taken, and upon producing this Policy; with this
Proviso however, that these Sums, we have underwrote here-
unto, shall be employed to no other Purpose, but the Ransom
and Release of the Person abovementioned, and whatever may
depend on procuring him his Liberty.

We

We consequently submit ourselves in all these Respects to the Ordinance of this City of *Hamburg* relating to Assurances and Averages, with all the Clauses and Conditions thereof, whether printed or added hereunto in Writing which latter shall be equally valid with the printed ones, or even preferable to them. For the true Performance whereof we bind all our Goods and Chattels, without Fraud or Deceit. Thus agreed by

Sworn Broker.

Hamburg the

VII. POLICY.

Upon Goods that are sent by Land Carriage, or inland Rivers.

WE the underwritten Assurers, for us and our Heirs, N°. 1017. assure unto _____, each of us for the Sum signed here underneath, in Consideration of _____ Premium received, upon

Goods
that are to be sent by the Post
in a Parcel or a Bag marked
from _____
to _____

and the Risk to begin from the
very Hour, that the Goods are
delivered at the Post-Office, and
to continue until they are de-
livered again justly and in good
Condition at

Pray God grant them a safe
Passage!

Goods marked
that are
to be sent by the Ship, called
the _____
whereof _____

_____ is Master,
from _____ to _____

and the Risk begins
from the very Hour that the
Goods are put on board, until
they are delivered again safely
and in good Condition at

Pray God conduct
them in Safety!

We take upon ourselves all Hazard and Risk, which may befall or happen to these Goods, either to the Whole or Part, by any manner or means, during this Journey or Voyage, or whether by any deviseable Accident or not, and whether it be by Storm or Tempest, perishing of the Vessel, Leakage and Damage, Fire, Arrests and Restraints of Kings and Princes, their Reprisals and Confiscations, Robberies by Highwaymen or

Ordinance of the City of Stockholm

other Thieves, or by any other Accident whatever; and we promise and engage, in Case any cross Accident should happen to these Goods by any such means, that we will stand in the Place of the Assured, and satisfy and pay to him his whole Loss of Principal and extraordinary Charges, within two Months, each in Proportion to the Sum underwrote by us. And further we submit ourselves in every Respect to the Ordinance of this City of *Hamburg*, with all the Clauses and Conditions thereof, whether printed or added hereunto in Writing, which latter shall be deemed equally valid with, nay even preferable to, the printed ones. For the true Performance whereof we bind all our Goods and Chattels, without any Fraud and Deceit. Thus agreed on by

Sworn Broker

Hamburg the

N^o II.

*Ordinance of Insurances and Averages made at
Stockholm the 20 October 1750.*

N^o. 1018.

WE *Frederick*, by the Grace of God, King of *Sweden* &c. &c. do publish, that whereas we have thought proper to establish in this Residence City of our Kingdom an Insurance Company, and apprehend that by this also private Persons may be more animated to insure or get insured amongst themselves; we have appointed a separate Court of Judicature in order to give a speedy Decision in any litigated Cases about Sea Damages, under the Name of an Insurance Court. And whereas we have taken it into Consideration, that Trade and Navigation in this Respect have been greatly altered since the Year 1667, when our Sea-Laws were made, and that therefore the Chapters therein given are greatly insufficient to decide and to answer all occurrences now happening:

We have thought it necessary that the following new Ordinance of Insurance and Average should be drawn up agreeable to the present Times, and to the Customs and Usages of foreign Countries; and now make it public, as an established Law, by
which

which all whom it concerns are to regulate themselves, and all Disputes relating to Sea Damages, and Insurances of Ships and Goods, either with the abovementioned Company, or with private Persons, shall be judicially tried and determined. In Witness whereof we have hereunto set our Sign manual, and caused our Great Seal to be annexed. Given in Council at *Stockholm*, October 2d 1750.

F R E D E R I C K.

C O N T E N T S

Of the King of Sweden's Ordinance relating to Insurance and Averages.

Of INSURANCE.

- Article I. What Insurance is, and how to be transacted. N^o. 1019.
II. What Persons may give and take Insurances.
III. What may be Insured, and manner of doing it.
IV. Of Policies of Insurance.
V. Of the Duty of the Insured.
VI. Of the Duty of the Insurers.
VII. When and how the Insurance Premium shall be returned.
VIII. Of Ships running foul of each other; or of the Damages done by Ships to each other in Port or at Sea.
IX. Of Insuring the Ransom of Persons sailing on the Seas, in Case of being taken by the *African* Corsairs.
X. Of Re-insurance.
XI. When or how Ships or Goods are to be reputed lost, and may be given up or abandoned by the Insured.
XII. Of reclaiming or obtaining the Release of a Ship taken.
XIII. Of saving a stranded Ship and Goods.
XIV. How the Damages of Ships and Goods insured are to be proved and taxed.
XV. Of Land and River Insurances.

Of

*Of AVERAGE.**Of the several kinds of Average.*Article I. Of the *lesser* or ordinary Average.II. Of *particular* Average.III. Of Average *in common*, or the *greater* Average, together with the Circumstances when Goods cast overboard are intitled to Average.

The Circumstances when Goods cast overboard are not intitled to Average.

The Circumstances relating to the Ship, its Tackling and Apparel, which come within Average.

The Circumstances relating to the Ship, its Tackling and Apparel, which are not included in Average.

IV. Of Jettison.

V. Of Rateing and Dividing the Average ;

In respect of the lesser Average,
of the greater Average.*Articles relative to Insurance and Average.*

Article I. Of Brokers and their Duty in the Management of Insurances and Averages.

II. Of Artifices and Frauds in Insurances and Averages.

III. Of the legal Time for making a Demand in Cases of Insurance and Average.

*Of Processes on Insurance and Averages.**Of INSURANCE.*

Art. I.

What Insurance is, and how to be transacted.

N°. 1020. § I. **A**SSURANCE or Insurance is a just and faithful Compact, by which one, or more, in Consideration of the Payment of a Sum of Money agreed on, called the Insurance Premium, takes upon himself all the Dangers which may or shall happen to the Ship, Vessel, Effects and Property of another,

so that any Misfortune or Damages being made to appear, the former as Insurer is bound to make good to the latter as Insured, the Worth of the Ship, Vessel, Effects and Property insured, in the manner stipulated in the Policy.

§ II. ALL Insurances which shall from henceforth be trans- N^o. 1021.
acted within the Kingdom, betwixt the Subjects of *Sweden*, or
betwixt them and Foreigners, shall be couched and executed
according to the Nature and Manner prescribed in this Ordinance;
and any Pretence of Customs to the contrary which may
be alledged, either in or out of Process, or in Arbitrations, shall
be accounted invalid and go for nothing.

Art. 2.

What Persons may give and take Insurances.

§ I. **B**ESIDES the Insurance Company of this our Capital, N^o. 1022.
to which we have granted our Charter, every Inhabitant
of the Kingdom of *Sweden* who is of Age is permitted to give
Insurance; such however excepted, who bear any Office in, or
belong to, the Insurance Court established by us; all Judges or
Assessors in the Sea Impost-Courts, all Directors and other Offi-
cers in the Insurance Company erected under our Charter, all
Collectors of the Crown Revenues, or of that of any Town,
likewise all Agents for determining Losses by Sea or Average
Cases, all Brokers and all Clearers of Ships. Upon any Contraven-
tion of these our Orders, the Insurance shall be void, and double
the Insurance Premium forfeited, one half to go to the Informer,
and the other to the Chest of the Insurance-Court. However,
any, exclusive of Brokers and Ship-clearers, who would have
Goods insured, are herein upon a footing with all other
Persons who either have a Share in what is to be insured, or
act by Commission of other Proprietors.

Art.

Art. 2.

What may be insured, and Manner of doing it.

N^o. 1023. § I. **I**T is permitted to insure all Ships and Vessels, Shares of Ships, all kinds of Effects and Goods, either perishable or otherwise, Jewels, Pearls, and other precious Stones, Gold and Silver in Specie or Bullion, Cannons, Muskets, Ball, Powder and other military Stores coming from, or to be sent abroad, Freight-Money, Bottomry, *Cambio marino*, *Greenland* and other Fisheries, Ransom of Seafaring Persons in Case of Capture by *African* Corsairs, and likewise the supposed Gain by Goods and Merchandize.

N^o. 1024. § II. **I**F it be desired to insure Flat-bottom'd Ships or Vessels built of Oak or Fir, or any Share of such Ship or Vessel, a Liberty is left to insure the same together with all the round Timber belonging to it, the standing and running Rigging, Anchors, Ropes, Sails, Guns, and other military Stores, the Ship's Provisions and its other Appurtenances, likewise the imprest Money advanced to the Seamen, and even the Insurance Premium, according to their respective proper Value, as the Ship at its sailing is estimated to cost, but by no means to be exceeded; and such Value to be specified in the Policy; and this being accepted by the Insurer, in Case of any Disputes, no further Proof or Estimates of the Value shall be required. But if it be desired to insure a sharp-built Ship or Vessel, or any Part therein, the Party insuring shall make known this Circumstance, and it shall be inserted in the Policy; in failure whereof the Insurance shall be null, and the Insurance Premium forfeited to the Insurer.

N^o. 1025. § III. **G**OODS and Merchandize going to, or coming from, any Part of *Europe* may be insured to their full Value, and the Charges of shipping them, together with the Factor's Commission-Money and the Insurance-Premium; but not beyond: and these several Articles are to be set down in the Policy. But if it be desired that the Goods and Merchandize should be appraised, this must be done according to their proper Names and Number, and the Insurer having accepted them according to their

their Value, they are to be severally specified in the Policy; in which Case, no further Account or Proof is to be required of the Insured upon the intire Loss of any of them.

IV. BUT Goods and Merchandize coming from the *East-Indies* or other Places out of *Europe*, it shall be permitted to Insure one Half above what was remitted to purchase them, or above the Amount of the prime Cost of such Goods or Merchandize. N^o. 1026.

V. THE Pay and Wages of Masters, Pilots, and the Ship's Company and Marines, are not to be insured, yet they shall be at Liberty to insure what Goods may be shipped for them. N^o. 1027.

VI. NOTHING belonging to a declared Enemy of the Kingdom shall be insured, under Penalty of the Insurance being void, and the Delinquent to forfeit the Amount of the Sum to which he had subscribed, one Half to go to the Informer, and the other to the Chest of the Insurance Court established by us. N^o. 1028.

VII. ALL Wagers concerning Voyages, together with other the like fortuitous Practices, shall be entirely suppressed. N^o. 1029.

Art. 4.

Of Policies of Insurance.

I. FOR all Insurances there shall be a Policy printed in the *Swedish* Language, and underwritten by the Insurer, pursuant to the Form at the Close of this Ordinance for the Establishment of an Insurance-Office. N^o. 1030.

- II. In the Blanks of the printed Policies shall be specified, N^o. 1031.
1. The Name of the Party insured; but any one insuring by Commission may either have his own Name inserted, or that of his Constituent.
 2. The Things insured, and their Value in Money.
 3. Names of the Ship and Master.

4. The Place of Lading and Discharge, likewise the whole Voyage of the Ship from one Port to the other.
5. The Time when the Ship is to sail, or actually did fail.
6. The Payment of the Insurance Premium.

N^o. 1032. III. IF the Party insured would transfer his Policy to another, he is to do it with his own Hand-writing, mentioning the Year, Month, and Day when, and the Name of the Person to whom, it is transferred.

Art. 5.

The Duty of the Party insured.

N^o. 1033. I. **T**HE Insurance Premium agreed on shall be paid down to the Insurer at the Signature or Execution of the Policy, whether it be for the outward, or home Voyage, for both, or for a certain number of Months as set down in the Policy.

N^o. 1034. II. ON Insurance of a Ship, or Shares of a Ship, the Insured shall have a particular Policy made out for every Ship, or for his Shares in more Ships, likewise if the Goods are on board of different Ships; the Insurance otherwise to be void.

N^o. 1035. III. ANY one offering Jewels, Pearls, precious Stones, or other Effects of great Value, likewise Gold, and Silver in specie or Bullion, to be insured; in Case these should be packed up among other Goods, it shall be particularly expressed in the Policy; likewise all Cannon, Muskets, Swords, Powder, Ball, Lead, and other military Stores, shall be duly set down in the Policy under their respective Names: but if a Power at War with another shall prohibit, as contraband, any Effects, or Goods, which do not properly belong to military Stores, such Effects, and Goods, shall likewise be inserted in the Policy, or at least it shall be mentioned therein that prohibited or contraband Goods have been shipped. Upon Omission of any of the Premises, the Insurance shall be of no Effect, and the Insurer shall keep the Premium paid to him.

IV. PERISH-

IV. PERISHABLE Goods, as Sugar, Salt, Vitriol, Allum, Corn, Herrings, dried Fish, Hops, Peas, Beans, Cheese, Wool, Furs, and Skins, Seeds, Flax, Hemp, untarred Cordage, and Cable Yarn, likewise Paper, and Books, shall also be declared by the Party to whom the Insurance is made, and be inserted in the Policy, under the Penalties in the preceding Paragraph. N^o. 1036.

V. IF a Prize which has been redeemed by Purchase is to be insured, and it has not yet got into a free Road or Harbour, this Circumstance shall be expressly mentioned in the Policy, otherwise the Insurance to be void. N^o. 1037.

VI. INSURANCES of Ships and Goods may be made not only whilst lying at the Place of Lading, but likewise after their Departure; in which Case it behoves the Insured truly to inform the Insurer not only of the Time of their Departure, but likewise of every Account he has received concerning such Ships, and these to be inserted in the Policy. N^o. 1038.

VII. IF a Ship or Goods should be lost or damaged at the Time of their Insurance, and the Insured or his Agent can bring full Proof, or in Want thereof shall make Oath, that at the Time of passing the Insurance he had not the least Advice of any such Accident, the Insurance shall remain valid, and the Insurer be obliged to make good all Losses. N^o. 1039.

VIII. IF it be desired to insure a Ship and Goods, not only sailed from its lading Port, but remaining abroad beyond the Time in which such Voyage is usually performed, and without any Account of it the Party insuring shall be obliged faithfully to communicate to the Insurer all Intelligence and Advice which he has received relating to the Ship, and its Cargo, previous to the Execution of the Insurance, and these shall be expressly inserted in the Policy, with this Clause, *on all Tidings good or bad*: thus the Insurance shall be valid, although any Misfortune has happened before the Time of executing the Insurance. (But upon Discovery that the Insured has acted fraudulently, either concealing from the Insurer the

Accounts which he has in the mean Time actually received concerning the Voyage or Return of the Ship from or to the Port of its Discharge, likewise when and where any Misfortune has befallen it, or that he cannot by Oath clear himself from the Difficulties he has hereby brought upon himself, the Insurance shall not only be totally void, but the Insured shall likewise incur all the Penalties mentioned in the second Article, among those relating to Insurance and general Average.

- Nº. 1041. IX. UPON the Departure of a Ship from one Place to another, from whence it is afterwards to proceed further, and no Advice is come of its Arrival, an Insurance may be passed on it from the Place of its first Destination to any other or more Places agreed on, this however to be specified in the Policy.
- Nº. 1042. X. THE Insured is not, without the Knowledge and Consent of the Insurers, to alter the Voyage, and permit the Master to sail to any other Places, or Ports, than those set down in the Policy, unless it can be proved that the Master was under a Necessity of making for them; the Insurance otherwise to be void, and the Insurer to keep what Premium he has received.
- Nº. 1043. XI. IF the Master shall, without any actual Necessity and without the Consent and Knowledge of the Insured, alter his Voyage, and go to Places, and Ports, not specified in the Policy, the Insurance is not invalidated thereby, but the Insurer may obtain Redress against the Master.
- Nº. 1044. XII. IF the Master shortens his Voyage, discharging, with the Knowledge and Consent of the Insured, either a Part or the whole Cargo, at a Place nearer than those mentioned in the Policy, the Obligation on the Part of the Insurer ceases, and he is allowed the Premium he has received; and if the Master, with the Knowledge and Consent of the Insured, lengthen his Voyage and sail to a more distant Place, the Insurer besides being clear of all Obligation is intitled as in *Art. 10*.
- Nº. 1045. XIII. A Person having Goods coming from the *Levant*, the Coast of *Africa*, or other very remote Countries, and does not as yet know the Name of the Ship or Master, he is allowed to have them insured, this Circumstance being set down in the Policy,

Policy, and likewise the Name of the proper Lading Place, and of the Person who shall load those Goods or Merchandises, together with the Name of the Place where the Ship is to unload, and of the Person to whom they shall be consigned; moreover the Insured, upon his first Knowledge of the Name of the Ship and Master, shall not fail without delay to acquaint the Insurer.

XIV. UPON insuring a Ship and Goods, which, on Account of the Hazard of being taken, are to go under Convoy, it shall be declared in the Policy under what Convoy the Ship is to go, together with the Place where the Ship lies, whether in the Port from whence the Convoy is to put to Sea, or in another from which it must come to join the Convoy; on failure thereof should the Ship be taken on it's Passage to the Convoy, the Loss does not fall on the Insurer; but if the Insurance includes *all Dangers*, in this Case the Insurer is bound to stand to the Losses. N^o. 1046.

XV. WHERE the Ship and Goods have joined the Convoy, care must be taken that the Master be provided with a Memoir of Signals from the Commander of the Convoy, that he may be ready immediately to put to Sea with the Convoy, and use his utmost Care and Diligence to keep close in Company with it during the Course of the Voyage. N^o. 1047.

XVI. UPON an Omission in the Master of any of the Premises, yet so that the Insured cannot be proved to have given any Occasion, or been any wise accessory thereto, the Insurer shall make good all Losses and Damages, and indemnify himself on the Master, who besides shall, on Account of his Offence, be punished according to the Nature of the Circumstances: but if the Insured is privy to the Master's Negligence, and to the Cause that the Ship failed of its Convoy, yet did not give Notice of it to the Insurer, and agree with him concerning it, the Insurer, in case the Ship should be taken on its Voyage, is not bound to make good the Loss. N^o. 1048.

XVII. IF the Master shall by bad Weather be separated from his Convoy, yet may he prosecute his Voyage to the Port agreed on, or such other as he shall esteem the most secure; and in this N^o. 1049.

this Case the Insurer shall answer all the Losses which may result from the Capture of the Ship.

N°. 1050. XVIII. IN an Insurance of Ships and Goods that are to go either with or without Convoy, this must be expressly set down in the Policy, and upon the Arrival of what was thus secured at the stipulated Port, the Insurer keeps the Premium agreed on: but were any Proviso's settled that, should the Ship depart under Convoy, a certain Part of the Insurance Premium should be returned, or, in Case the Ship failed without Convoy, an Addition should be made to the Premium, the particular Sum in each Case to be returned or to be added shall be specified in the Policy.

N°. 1051. XIX. UPON the Arrival of Ship and Goods at the Port agreed on, the Insured shall, within fifteen whole Days at farthest from the Arrival of the Ship, cause it to be cleared, all Engagement on the side of the Insurers for the Goods on board ceasing, unless some warrantable Impediment to the unloading of the Ship has intervened: but whatever Retardment may fall out contrary to this Clause, he shall not be responsible beyond the Term of one and twenty Days from the Ship's Arrival; if the Ship should be cleared in fifteen Days, the Obligation of the Insurers both for Ship and Goods concludes with the unlading of the Ship: but if the Insured are found to have themselves contrived Obstacles, the Insurers are intirely free from all Damages occasioned thereby.

N°. 1052. XX. THE Insured, upon receiving Intelligence of an Embargo laid upon the Ship or Goods, or of any Damage or Misfortune befallen them, shall by a sworn Broker, or other creditable Persons, certify the same to the Insurer.

N°. 1053. XXI. IF a Ship or Goods be delayed in the lading Port beyond the Time mentioned in the Policy, so that it does not depart till a later Season of the Year, when the Dangers of the Sea are greater, the Insured is of this to inform the Insurer, who as he runs a greater Hazard is intitled to such an Addition to the first Premium, as was current at the time of the Ship's Departure.

Art. 6.

Of the Duty of Insurers.

I. **EVERY** Underwriter of a Policy shall be bound for the Sum insured and mentioned therein; no Name in the Policy shall be erased, nor any one discharged of his Obligation, unless with the joint Assent all who signed the Policy. N°. 1054.

II. **IF** after the Execution of an Insurance, and the Signature of the Policy, any new and particular Circumstances are to be stipulated, the Insurer who has accepted, and underwritten them, shall be separately and alone obliged to make them good. N°. 1055.

III. **THE** Insurer shall be bound for all Losses happening to Ship, Goods, or other Things insured, by Sea, or bad Weather, Fire, and other Accidents particularized in the Policy; so that, within a Month after any Damage or Loss shall be duly proved, and the Indemnification settled, he shall make good the Losses, to the Amount of what he has subscribed to: however where the Loss appears to be total he shall be allowed a Deduction of two *per Cent*. N°. 1056.

IV. **IF** in time of War the Insurer will not run the Hazard of being answerable for Capture and Embargo by any or one Christian Power; he is to take care that this Proviso be inserted in the Policy in these Words; *free of all Molestations, Embargos, and Charges by Christian Powers, particularly N. N.* Otherwise he shall also be responsible for these. N°. 1057.

V. **WHERE** the Insurance for the outward-bound Voyage of a Ship, and that for its Return, are underwritten by two different Persons, the Risque and Obligation of the latter commences from the Day and Hour when the Master begins to take in Ballast or Goods, though Part of the former Cargo be still remaining on board; and continues till the Arrival of the Ship at its destined Port, and afterwards till it has delivered all its Lading. N°. 1058.

VI. **IF**

N°. 1059. VI. IF the same Person insures a Ship out and home, it includes the Stay of the Ship at any Place in the Time of the Insurers Engagement.

N°. 1060. VII. IF the Insurance be on two or more Places of unloading in one and the same Voyage, and it be expressly mentioned in the Policy *at one OR the other Place*, upon the Arrival of the Ship at any of these Places, and there delivering the Whole, or but a Part, of its Cargo, the Premium belongs to the Insurer, who is also totally discharged from any subsequent Hazard. But where the Policy says *at one AND the other Place* and the Ship arriving at one Place, and there delivering Part of its Cargo proceeds with the Remainder to the other stipulated Place, the Insurer, pursuant to §. 19. *Art. V.* is answerable till its Arrival at the last Place and final Delivery of the Cargo.

N°. 1061. VIII. IN Case a Ship be hindered by the Winter and Ice from sailing, or in its Voyage be forced on Account of the Winter and Drifts of Ice to put into a Harbour, or to perform Quarantine by reason of the Plague or other Distempers then prevailing, the Insurers shall not pay the Days of such Demurrage, and he cannot be called to Account for any Charges attending it.

N°. 1062. IX. IN Case a Ship be attached, or an Embargo laid on it by any King, Prince or State, the Insurer shall be responsible for the extraordinary Expences and Stay occasioned thereby; but where a Ship is arrested and adjudged to be confiscated on Account of a Contravention to the Laws and Usages of the Place, Concealment, or a false Report of the Ship at the Custom-House, prohibited or contraband Goods, or from the Master's having put in to an interdicted Harbour; the Insurer in these Cases is clear of all Damages.

Note, A Distinction ought to be made in this Respect, as set forth in our Essay §. 57. page 68.

N°. 1063. X. AN insured Ship being afterwards sequestrated on a particular Action of Debt against either the Owner or Freighter, the Insurer is under no manner of Obligation to make good any Losses or Charges resulting thereby to Ship or Goods.

XI. IF

§ XI. IF by Arrest (whatever be the Cause of it) running a N^o. 1064.
Ground, or Strefs of Weather, a Ship becomes unable to proceed on its Voyage to its destined Port, so that there is a Necessity of taking out its Lading, the Insured, his Agent, or the Master, may ship them on board another Vessel, whether one or more, larger or smaller, and the Insurer is equally responsible for such Goods as if they had not been unladen, and is further obliged to make good to the Insured all the Charges of such unloading, together with other Damages; likewise, if the Insured afterwards pays a higher Freightage for the said Goods, than had been agreed on for the other Ship, the Insurer is answerable for the Deficiency: nevertheless the Insured, upon the first Advice of any such Accident to the Ship and Goods, shall acquaint the Insurer of it, in the manner abovementioned.

§ XII. WHERE Goods received on board are, without any N^o. 1065.
urgent Necessity, removed into another Vessel, or brought on Shore, whatever Damages may be occasioned thereby shall not fall upon the Insurer.

§ XIII. ANY Waste or Loss in such Goods as are easily liable N^o. 1066.
to perish, and which are of such a Nature that inwardly of themselves, without any external and adventitious Misfortune, they become damaged in Part or entirely, as Wine turning sour or leaking out, Fruit rotting, and Corn vitiating, as likewise any Thing eaten or spoiled by Vermin, shall not be charged to the Insurer, but the damaged shall be the Owners: but in Case the Damage proceeds from any outward Accident happening to them, as from the Violence of the Sea, Leaks in the Ship, or any other Causes, the Insurer then is to bear the Loss; as likewise when any Damages of this kind are occasioned by the Ship and Goods being taken, or an Embargo laid on them, that its Voyage becomes obstructed for any considerable Time.

§ XIV. LIKEWISE, pursuant to the Policy, the Insurer shall N^o. 1067.
be answerable for all Damages, of what Nature soever, which may accrue to the Ship and Cargo by the Mistake, Negligence, and Obstinacy of the Master and Ship's Company; Redress however being in this Case allowed him against the Master according to the Nature of the Circumstances, as the maritime

Law determines in the Chapter of Freightage, *When Ship and Goods are damaged through the Fault of the Master and his Men.* But if Goods for which the Master has signed Bill of Lading are lost, the Insured may immediately indemnify himself to the full Value of them, from the Master and his Effects; and if these be not sufficient he may further come upon the Ship, and the Freight Money; and if there still remains a Deficiency the Insurer is to make it up.

N°. 1068. § XV. IN an Insurance on certain long Voyages, and on a determined Number of Months, every Month is to be computed at thirty Days. At the Expiration of the Time stipulated, the Insurer's Risk ceases, although the Voyage in Question be not fully performed, unless there be in the Policy an Agreement to the contrary: if the Ship reaches its appointed Destination before the Months contracted for be elapsed, the Insurer is nevertheless intitled to the whole Premium.

Art. 7.

When and how the Insurance-Premium is to be returned.

N°. 1069. § I. **A**N Insurance being past and signed, is not to be revoked without the Knowledge and Consent of both Insurer and Insured; nor may the Insured, after having paid the Premium, demand it again under Pretence that he can procure it at a lower Rate of another, or that he himself will run the Risk of what he had already insured.

N°. 1070. § II. IF after Insurance on a Ship its intended Voyage be either intirely set aside or altered by Order of the Insured himself, or for any other intervening Cause, likewise when Goods and Merchandize are insured, and afterwards not shipped, or sent away, in such Case the Insurance becomes void, and the Insured may redemand the Insurance-Premium, a Deduction of $\frac{1}{2}$ per Cent. remaining to the Insurer.

N°. 1071. § III. A Person insuring Goods and Merchandize above his actual Share in them, or fewer Goods being shipped than were insured, this being evidently proved before the Ship arrives at its appointed Port, the Insured may claim back from the Insurer

Insurer the Surplus of what had been thus insured, though with an Abatement of $\frac{1}{2}$ per Cent. to the Insurer.

§ IV. No Insurance-Premium is to be redemanded after the Departure of the Ship insured; but in Case the Ship be driven back by contrary Winds or other Occurrences, and thereupon the Voyage superseded, the Insurance then ceases, and the Insurer keeps no more of the Premium he received, than he and the Insured can agree upon, or shall be judged equitable by impartial Arbitrators, or as the Insurance-Court shall determine correspondently to the Hazard which he had already run. N°. 1072.

§ V. UPON insuring Goods, which at first were to be put on board different Ships, but afterwards are shipped in one, the Insured is immediately to acquaint the Insurer of it; and in Case the Insurer will not make himself answerable for all the Goods thus put on board one Ship, he shall be bound to return the Insurance-Premium proportionably to the Value of what he does not stand the Risk of, with a Deduction of one half per Cent. N°. 1073.

§ VI. A Ship or Goods being insured to several Places, and a particular Premium agreed on for each Place, and mentioned in the Policy, in Case the Voyage be shortened or altered, or any Misfortune appears to have happened after the Ship is arrived at one of the Places first mentioned in the Policy, the Insurer deducting half per Cent. shall be obliged to return so much of the Insurance-Premium as was agreed upon betwixt that and the last Place mentioned in the Policy: but if no certain Premium betwixt each distinct Place be particularly specified in the Policy, the whole Insurance-Premium having been collectively contracted for at once for the whole Voyage, then in Case the Voyage should be shortened or altered, or any Misfortune should happen before the Arrival of the Ship or Goods at any of the Places mentioned in the Policy, the Insurer keeps the whole Insurance-Premium. N°. 1074.

§ VII. IF it happens that the same Ship or Goods are insured at two or more Places, and it can be proved to have been done without any Fraud in the Insured, and that it proceeded only from his not having timely Notice of the Insurance taken up by his Agent for another Place, that Policy alone shall stand N°. 1075.

good which is of the oldest Date, and was first signed, whether the Premium contracted for be higher or lower than that of the last Policy; withal the Insured may demand back the Premium paid on Account of the last Policy, allowing a Deduction of one half *per Cent.* But in Case what is specified in the oldest Policy does not amount to the full Value of the Goods on which such Insurance was made, or so much as by this Ordinance is allowed to be insured on them, the last Policy shall then be of Force, but only for so much as is not specified in the first, and for the remaining Value the Insurance-Premium shall be returned upon Demand, with a Deduction of one half *per Cent.*

N^o. 1076. § VIII. ANY one insuring on an expected Gain, and this being mentioned in the Policy, but is afterwards for cancelling such Insurance, in this Case the Insurer is not bound to return any Part of the Insurance-Premium he has received.

N^o. 1077. § IX. IN Case a Person insured upon be taken by the *African* Corsairs, and carried into Slavery, be killed in Action, or die on the Voyage in any other manner, the Insurer, after certain and indubitable Proofs thereof being produced, shall return the Premium which he had received, reserving a Deduction of one half *per Cent.*

N^o. 1078. § X. ALL Insurers who have underwritten upon one and the same Policy, although at a different Time, and at different Premiums, shall be intitled to a Return proportionable to their Share of the Amount of the Sum to which each had subscribed.

Art. 8.

Of Ships running foul of, and damaging each other, either in Harbour or in the open Sea.

N^o. 1079. § I. **I**F two Ships under Sail run foul of, or strike against each other, without any Possibility on either Side of preventing it, whether it be by Day or Night, in a Storm or easy Weather, in the open Sea, or in a Road or Harbour, so that one or the other splits or sinks, or that one or both, together

together with their Cargo, receive Damage either by Jettison of the Goods, or in any other Manner, such Damages shall be jointly estimated and charged to both Ships and their Lading, as is usual in general Averages, so that each of the two shall bear the half of the Loss, according to the Value of the Lading and Freightage of both Ships.

§ II. A Ship under Sail, without any Fault of the Master, N°. 1080. running foul of another lying at Anchor, or made fast to the Shore with Ropes, and any Damage being done hereby, it shall make good a half of such Damages; but any Damages which the Ship under Sail may receive shall be borne by itself.

§ III. IN Case the damaged Ship could have avoided it, and N°. 1081. did not, its Damages fall upon itself.

§ IV. WHEN two or more Ships are lying at Anchor, and N°. 1082. another, in what manner soever it may happen, is in Danger of coming too near, the Master who lies foremost shall, if he can, make way, and be obliged at the other's Call to weigh Anchor and remove; in failure whereof, he shall be answerable for whatever Damages may ensue; especially if happening in a Harbour where the Water may ebb away and the Ship be aground. In Case he who in this manner endeavours at the other's Call to make way, shall receive any Damage in Ship or Goods, he shall be indemnified by the other according to Arbitration. But if in making way he shall happen to do any Damage to the other Ship or Goods, he shall not be answerable for it.

§ V. IF a Master coming under Sail will not keep out of the way when it is in his Power, and he is called to from the other at Anchor, or hinders the other from making way; all the Damages which he has thus occasioned, he shall make good. N°. 1083.

§ VI. IF one of the Ships at Anchor happens to break loose N°. 1084. and drives upon another likewise made fast, so as to damage it; it shall make good one half of such Damages; but whatever Damages may happen to the Ship thus broke loose, they all fall only upon itself.

§ VII. IF

- N^o. 1085. § VII. IF the Master whose Ship is driving calls upon him who is at Anchor to slip his Cable, but the latter on account of bad Weather or some other Cause cannot do it without endangering his Ship, the driving Ship shall pay half the Damages done to the other Ship.
- N^o. 1086. § VIII. Two Ships breaking loose and driving against each other, each shall bear half the Damages.
- N^o. 1087. § IX. IN the Place where a Ship is anchored a Buoy shall always be placed and fastened so as to float directly over the Anchor. Any Damages occasioned by the Neglect hereof shall be made good by the Master.
- N^o. 1088. § X. IF after fastening a Buoy, it shall break loose, and any Damage happen before the Master provides another, he shall be answerable for half the Damages occasioned thereby.
- N^o. 1089. § XI. ANY one premeditately and by his own Fault occasioning such Damages as aforementioned, shall make them good to the Value of his Ship and Cargo; and the Hurt to himself is his own.
- N^o. 1090. § XII. AGAINST a Charge of this Nature, the Master and
1091. his Ship's Company may, in want of full Proof, clear themselves by Oath; which being done, he shall not be liable to any Demand; but if they decline taking such Oath, the Master, as is before said, shall bear all the Damages.
- N^o. 1092. § XIII. IN all these and the like Cases the Owners, Freighters, or Masters, shall not be bound to pay or make good beyond the Amount of the Value of the Ship and Cargo belonging to them; every one paying according to his Share therein, and not more.
- N^o. 1093. § XIV. IN Case of Loss of Life, Wounds, or Lameness by such Accidents, they shall be considered as other Manslaughters or Woundings whether prepense or casual. But such Damages as are purely accidental, without any Body's being accessory to them, shall be borne by the Persons to whom they have happened; no Body being to suffer for what he has not committed.

§ XV. MISFORTUNES and Damages happening in the Manner foregoing to a Ship, and Goods insured, the Owners are, at the Desire and on the Account of the Insurer, to prosecute, as makes best for his Advantage, his Claim of Redress on the Owners, and Freighters of the Ship which occasioned the Damages, to the Amount of the Value of the Ship and Cargo; and what has been thus recovered, whether by a Process and juridical Verdict, or an Arbitration to which the Insurer had consented, goes, after Deduction of Charges, to the Insurer of what is specified in the Policy. N^o. 1094.

Art. 9.

Of insuring the Ransom of Seafaring Persons, in case of being taken by the African Corsairs.

§ I. UNDER this Insurance are understood only the Dangers and Accidents to which a Seafaring Person is or may be liable from *Turkish, Moorish, or Barbarian Ships* or Corsairs, exclusively of Pirates, unless it be otherwise agreed on betwixt the Insurer and the Insured. N^o. 1095.

§ II. A Seafaring Person being taken by the aforementioned Nations, and carried into Slavery, the Insurer shall, without any Deduction of the Two *per Cent.* usual in other Cases, and within the Term of a Month after proper and certain Proofs are made of the Capture, pay to the true Owner of the Policy the Sum therein insured on his Person. N^o. 1096.

Art. 10.

Of Reinsurance.

§ I. EVERY Insurer is permitted to take out a Reinsurance, on any Insurance which he has given, according to the Manner prescribed in the preceding fifth Article of the Duty of the Insured; yet shall he not only truly make known to his Reinsurer all Advices which he till that Time has received concerning the insured Ship, and expressly
insert N^o. 1097.

insert in the Policy that it is by way of Reinsurance ; but shall likewise be bound to his Insured for all that is subscribed to in his own Policy, and which he had engaged to perform.

N^o. 1098. § II. IN case the Insurer's Affairs decline so as that he is unable to answer the Insurance given by him, the Insured may procure another Insurer, acquainting him with the last Accounts he has received relating to the Ship and Goods ; yet in such Case the Insured cannot demand back the Insurance Premium from his former Insurer, unless it can be proved, that at the actual Time of giving the Insurance he was under an Incapacity of answering it.

Note, Whereas we think we have clearly proved in our *Essay* § 70. 80. that whenever an Insured is in Time to make a fresh Insurance in Lieu of the insolvent Insurer, he has, in case of a Loss, no Claim for the Principal against his Estate ; but must needs be entitled to have a Claim for the Premium, notwithstanding the Insurer's having been solvent at the Time when he signed the Policy.

Art. II.

When and how Ships and Goods are to be reputed lost, and may be relinquished or abandoned by the Insured.

N^o. 1099. § I. **I**T shall not be lawful to relinquish or abandon an insured Ship or Goods whilst the Whole or a Part of it can be saved, reclaimed, or released ; but the Insured is obliged, at the Risk and Charge of the Insurer, to use all possible Endeavours to save Ship, and Goods, and to take Care of and promote both the Preservation of the latter, and the Interest of the Insurer.

N^o. 1100. § II. WHEN an insured Ship bound to Places within *Europe*, or to Ports in the *Mediterranean*, in the *Archipelago*, the *Levant*, the *Coast of Barbary*, the *Canary Islands* and *Madeira*, remains out for a Year and a Day, or within the *East-Seas* six Months, without the least Intelligence or Account of it, it may then be reputed lost, and the Insured are empowered to relinquish the Ship and Cargo. This he must certify to the Insurer by a Sworn Broker, or any other credible Method ; and at the Expiration of two Months shall receive from him the Sum under-

underwritten for in the Policy. If the Place be at a greater Distance than any of the aforementioned, the Insured, before the Ship or Goods can be reputed lost, shall be obliged to wait two Years for Advice, and not till then be at Liberty to give up the Ship, and Cargo, and claim his Payment as above.

§ III. IF an insured Ship, or Cargo, be taken, attached, or detained by Embargo out of the Land, if it be within *Europe*, and in any of the Places specified in the preceding Sect. and if it be uncertain whether, and how far, it may be released, or whether it may be disabled from prosecuting the intended Voyage, the Insured is authorized, Six Months after having duly certified the Matter to the Insurer, to relinquish Ship, and Cargo, although the Process commenced thereupon in the other Place be not yet brought to an Issue: he may also do this within that Time when by the authentic Decree of a proper Court of Justice he can prove the Ship or Cargo to be irrecoverable; and in both Cases, he may demand his Payment two Months after. But if this happens out of the Limits of *Europe*, the Time is doubled, before the Insured can relinquish the Ship, or Cargo; yet is the Insured obliged during the abovementioned Time to use all possible Care and Diligence for the Releasement of the Ship, and Cargo, as will be more particularly prescribed in the first §. of the ensuing Article.

Nº. 1101

§ IV. GOODS easily damageable are not to be abandoned by the Insured, unless in the Case prescribed hereafter in the seventh Sect.

Nº. 1102.

§ V. IF Goods easily damageable be in a Ship, which by Arrest or Capture is hindered from reaching the Place of Discharge, so that thereby they are already damaged or may be damaged, the Insured, his Agent, or, in want of them, the Master, shall take due Care for their Releasement and Preservation: he shall furnish himself with a Certificate upon Oath of Persons of Credit, concerning their Quality; if these declare that the Goods specified are by the aforesaid Accident but partly damaged, and that some of them are fit for Sale, or to be removed into another Ship, the Insured may either unlade them for shipping them in another Bottom, or dispose of them by publick Sale; and afterwards

Nº. 1103.

wards he is to receive from the Insurer what is wanting to make up the Sum insured.

Nº. 1104. § VI. GOODS contracting any Damages, and which will not answer the Labour and Charges of drying, unpacking, and shipping them again, or if by a further Progress they would be totally spoiled, the Insured, his Agent, or the Master, is then to take care that such Goods be sold with the utmost Expedition; and then the Insured is entitled to an Indemnification for what Loss he sustains thereby.

Nº. 1105. § VII. IF such Goods happen to be in a Ship taken, but the Insured, his Agents, or the Master himself, will run the Risk of taking care of them, and waiting in the Manner before-mentioned, they may, Six Months after the Day on which they were taken, or sooner, namely upon proving that they have been condemned by a juridical Decree, or entirely spoilt by being taken, relinquish them to the Insurer as lost, and he is to make good to the Insured the Losses they have sustained in these Goods.

Nº. 1106. § VIII. ALL Charges incident in such Cases by the Releasement, Unlading, or Sale of the aforesaid Goods, shall be defrayed by the Insurer, and not at all by the Insured.

Art. 12.

Of the Reclaiming or Releasement of a Ship taken.

Nº. 1107. § I. **U**PON the Capture of Ship and Goods, the Insured is immediately to acquaint the Insurer of it, and consult with him, on reclaiming or releasing it. If the Insurer be not at the Place, the Insured shall himself use all possible Care for the Releasement of the Ship and Goods, and give Information of it to the Insurer, who shall then be obliged immediately, or very soon, to reimburse the Charges. In case the Insurer will not contribute thereto, or bear the Charges, but rather chuses to give up all his Right to Ship and Goods if yet by any Means they shall be released, and in Consequence thereof immediately to pay the Insured the Sum subscribed for in the Policy; this shall be

be left to his Option ; yet is the Insured still at Liberty, on his own Account, to continue his Endeavours for the desired Releasement.

§ II. THE Master who by Law is answerable for the Ship, and Goods, with which he is intrusted, and who on all and every Occasion shall promote the Advantage of his Owner and Freight, is, in case of Capture or Arrest, of himself diligently to use all possible Ways and Measures for the Defence and Releasement of the Ship, or Goods : but all the Charges incurred in Behalf of a Ship, and Goods, thus released, shall be reimbursed by the Insurer according to the Master's Account, which, if required by the Insurer, he shall certify upon Oath. N°. 1108.

§ III. In Case a released Ship, and Goods, in the Continuance of the Voyage shall happen to be taken and carried into another Place, or entirely lost, the Insurer is not only, as has been said, answerable for the Charges resulting from the first Release-ment, but he shall likewise reimburse the Charges and Losses which may attend the last Accident. N°. 1109.

Art. 13.

Of saving a Ship or Goods stranded.

§ I. **A** Ship or Goods being driven on Shore by Weather or any other Cause, the Insured, after giving Notice of it to the Insurer, in the Form and Manner prescribed in §. xx. Art. 5. shall assist both by himself and others, in saving Ship, and Goods, in a Manner conformable to the Laws and Ordinances of every Place : and what is thus saved he shall sell where Time and Place do not permit to wait for the Insurer's Consent and Resolution, by which in other Cases he is bound to be regulated, as it is entirely at his Risk and Charge that the Affair is undertaken. N°. 1110.

§ II. IF the Insurer shall refuse to bear the Charges requisite to such Saving, he shall pay to the Insured the Sum mentioned in the Policy, deducting two *per Cent.* and if afterwards

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any Part of the Ship, or Goods shall come to be saved by the Care of the Insured, the Insurer has no farther Right or Claim to them.

Art. 14.

Of proving and estimating the Damages of insured Ships and Goods.

N^o. 1112. § I. **I**N case of any Damage to the Ship itself and its Apparel, before any Repair is begun it shall, according to the proper Nature thereof, be surveyed, and estimated, by a creditable Ship-builder, Rope-maker, and Sail-maker, and likewise by some skilful Masters present at the Place where the Misfortune happened; in the want of such Persons, others of good Character and expert in such Matters shall be desired to draw up, and sign a just Valuation, which must be confirmed by a Sentence of the nearest Magistracy or other competent Tribunal, according to the Usage of each Place.

N^o. 1113. § II. UPON saving the Goods, whether damaged or not damaged, they must be opened and viewed in the Presence of the Insurer and Insured or their Agents; but if, by reason of the Distance of the Place, and it is apprehended that Delay may be attended with Damage, then the Master, before creditable Witnesses, may take that care upon himself: and such Goods having thereupon been appraised by Persons of Repute, employed therein; then, in case the Parties concerned do not agree on other Measures, both the Damaged and Undamaged, as far as specified in the Policy, shall be disposed of by publick Auction on the Insurer's Account, and the Moneys arising therefrom be delivered to the Insured: but further, what is still short of the Sum signed for in the Policy, shall be made up by the Insurer.

N^o. 1114. § III. UPON the Insured's demanding Indemnification for Losses sustained, he is to produce not only the Policy, and, if another's Agent, the Instrument empowering him to act, but likewise the Bill of Lading and Invoice, which shall be admitted as valid Proofs of his Share in what is lost. But if in the Policy there be a Clause exempting the Insured from producing any

any Bill of Lading in Proof of the Loss, it shall stand good; yet is he obliged to deliver in the Invoice.

§ IV. A Master, Pilot, or other of the Ship's Company carrying insured Goods on which no Bill of Lading was made out, shall take a corporal Oath, that he actually had such Goods in the Ship, and likewise certify their proper Value, and how much of them was saved or lost. N°. 1115.

Art. 15.

Of Insurances by Land, or Inland Waters.

§ I. **F**OR an Insurance of Goods by Land or on fresh Waters, a particular Policy must be made out betwixt the Insurer and Insured, according to the Form prescribed by this Ordinance. N°. 1116.

§ II. Goods and Merchandises going to or coming from Places lying on still Lakes, may be insured according to the Manner laid down in §. III. Art. 3. N°. 1117.

§ III. The Master shall not insure his Vessel at above half its just Value. N°. 1118.

§ IV. THE Pay and Wages of Sailors sailing on still Lakes are not to be insured. N°. 1119.

Of AVERAGE.

Of the several Kinds of Average.

AVERAGE is threefold: the lesser, otherwise called the ordinary; the *particular*; and the General or Great Average. N°. 1120.

Art. 1.

Of the Lesser Average, otherwise called the Ordinary.

§ I. **T**HIS consists in such Disbursements and Charges as, according to Occurrences and the Custom of every Place, the Master necessarily furnishes for the Benefit of the N°. 1121.

the Ship, and Cargo, either at the lading or unlading Place, or on the Voyage.

N^o. 1122. § II. THESE Disbursements and Charges, are the following, viz. the usual Pilotage, Anchorage, Beaconage, Prahm or Lighter-piles, Bridge-money, Quarantaine, and River-money, Fees to the Admiralty and for sailing Orders, to Forts at sailing by them, likewise Costs for clearing from the Ice, a Ship frozen up, but not in Danger, that it may be brought into a proper Harbour. For these Expenditures the Insurer is not answerable, but $\frac{2}{3}$ of them are to be charged to the Cargo, according to the number of Lafts, and $\frac{1}{3}$ to the Ship; unless otherwise agreed betwixt the Owner and Freight.

N^o. 1123. § III. To this lesser Average is also chargeable any Compact on certain Freights, either for paying a certain Allowance *per Cent.* from the Freight itself, or according to the number of Lafts, and the Ship to defray all the abovementioned Charges and Disbursements.

Art. 2.

Of Particular Average.

N^o. 1124. § I. **U**NDER this is included the Damage happening to the Ship or Cargo, each separately, without any fault of the Master or Ship's Company. In this Case such Damage is chargeable to every distinct Proprietor, and these are afterwards to be made good by the Insurer, as far as they exceed the Three *per Cent.* mentioned in the Policy, or the Ten *per Cent.* prescribed § IV. Art. 5. of the Insurance Ordinance, on Sugar, Salt, and such Commodities.

N^o. 1125. § II. IN like Manner Disbursements unavoidably furnished for a Ship which has run a-ground or struck upon a Rock, but without taking out its Lading, shall be charged only to the Ship; likewise in Case any of the Ship's Apparel, as Boats, Anchors, Sails, Cordage, or any thing else pertaining to the Ship only, be by Privateers or Pirates, taken away and pillaged either in Harbour, or open Sea, likewise Goods taken and plundered by

by Privateers or Pirates, when the Master did not occasion the taking away of any particular Part of the Cargo.

§ III. Goods, being Part of the Cargo, damaged by Weather, N°. 1126. or the Sea, they alone are to bear such Damages.

Art. 3.

Of Common or Great Average.

§ I. **B**Y this are understood the Damages which in an N°. 1127. extreme Necessity in bad Weather, or any other great Danger, are required to be done to Ship and Merchandizes, in order thereby to preserve Life, Ship and Cargo; to this likewise belong all extraordinary Charges for preventing and averting any imminent Dangers: such Damage, together with the Charges disbursed in this manner on a Ship and Cargo thus saved, the Whole shall be charged in general, according to every one's Share, and be made good by the Insurer. Herein are likewise included the following Cases or Accidents.

Cases relating to Goods thrown overboard and which are chargeable upon Average.

§ I. **A**LL Goods stowed under the Deck or in the Cabin N°. 1128. and thrown overboard in bad Weather.

§ II. If the Master loads at one Place, and sails with his N°. 1129. Lading to another Place agreed on, and there takes in more Merchandizes; then, in Case the last shipped Goods be cast overboard in a Storm, the Reimbursement shall be equally charged, not less to the first shipped Goods than to the last: but should the Master, contrary to the Will and Agreement of the Insurer and Freighters, sail to any other distant Place, and there take in Goods, he shall be answerable to the Owner of the first shipped Goods for any Damages which may befall them, either by Jettison or otherwise.

§ III. If upon breaking Bulk, and casting Goods overboard N°. 1130. in a Storm, so that the Package loosens, any thing breaks asunder,

der, or leaks out, both the Goods thrown over-board, and the latter are to be made good.

Nº. 1131. § IV. THIS likewise shall take Place when, a Ship by Storm or breaking in of the Sea, having taken in a great deal of Water, it shall be necessary to make Holes in the Deck, for the conveyance of the Water to the Pumps, as also for the more speedily getting out Part of the Cargo, whereby the Stowage becomes loosened, and the Goods lying near are damaged, broke, or leaked out.

Nº. 1132. § V. WHEN the Ship and Cargo are taken and carried off by the Men of War or Cruizers of any foreign Power, or by Pirates, either in the open Sea, or in standing in for any Harbour, or in the Harbour itself, and the Master, for the Deliverance of the Ship and Cargo, redeems either with Goods, or Money, or by himself or others being Hostages for it, the Whole of this Ransom shall in the same Proportion be divided among Ship and Cargo: yet shall the Master in such Case, for the Advantage of his Owner and Freighter, procure the Releasement upon the easiest Terms possible.

Nº. 1133. § VI. IF a Ship be attacked in open Sea, or in a Harbour, or from the nearest Shore, and the Master or any of the Ship's Company, with a View of defending themselves and the Ship and Cargo, shall be wounded, disabled, or killed, the Expences of their Illness, their Cure, and Burial shall be charged to the Ship and Cargo.

Nº. 1134. § VII. As shall likewise be the Recompence promised by the Master to his Men for encouraging them against the Enemy, also the honorary Gifts bestowed on those who lose a Leg or an Arm in the Action, as likewise what is given to Widows and Children of those who have lost their Lives in such Occurrences.

Nº. 1135. § VIII. GOODS, which though not designed to be thrown over-board, yet in the Jettison have been washed away or fallen over-board.

Nº. 1136. § IX. SHIPS Provisions, military Stores or Ammunition, Master's and Ships Company's Tools, Cloaths and Ventures, thrown over-board in bad Weather.

§ X. WHEN

§ X. WHEN a foreign Cruizer, who yet does not belong to N°. 1137. any Enemy, demands, and carries off Goods, Provisions, or the like, at the Price fixed on them, without any subsequent Payment.

§ XI. Goods spoiled either before or after the Averages shall N°. 1138. likewise contribute to the Average, according as their Value shall appear to have been at that Time.

They ought to contribute for what Value they produced or were worth at their Unloading, and no more.

§ XII. Goods cast overboard either at one or at several Times, N°. 1139. so that the Ship, and the remaining Merchandize were preserved thereby; every thing in this Manner ejected at every Time shall be charged to Average.

§ XIII. IN Case Jewels, Pearls, precious Stones, and other N°. 1140. Things of great Value, Silver and Gold coined or in Bullion, being packed up with other Goods, are ejected along with them; these also, if the Master, for a stipulated Freight, has received the Packets on board and been certified by the Owner of the Things contained in them, shall be included in the Average. But if the Owner, at the Delivery of the Goods, has concealed these Things from the Master, he shall be indemnified only to the Value of the other Goods contained in the Bale; unless the Owner himself being present gives the Master timely Notice before any Jettison be made that such valuable Effects are packed up therein, and if required can bring proper Proofs of it; then they shall likewise come under Average. If the Master has taken into his Charge Money or any of the above valuable Effects, upon certifying, after the Jettison, that he was under a Necessity of throwing them overboard, and this being validly proved, they likewise shall be included in the Average.

Cases relating to Goods thrown overboard but which do not belong to Average.

- N^o. 1141. § I. **I**F the Master, against the Owner's Consent, lays in the Ship's Boat any Goods which he has received on board, and such Goods happen to be thrown overboard in bad Weather, the Master shall make good to the Owner any Losses he sustains thereby; but if on the contrary the Goods were stowed there with the Owner's Knowledge, the Master shall not be liable to any Demand for them.
- N^o. 1142. § II. **LIKEWISE** Goods lying upon the Deck, Forecastle, and Stern, or lashed to the Sides, and being thrown overboard, are not reckoned to Average.
- N^o. 1143. § III. **FREIGHT** and Bottomry Moneys are also excepted.
- N^o. 1144. § IV. **LIKEWISE** Apparel actually in wear, and Provisions for the Voyage which shall be found on board.
- N^o. 1145. § V. **ALSO** when Goods, either in the Harbour or open Sea, turn soer, or are otherwise vitiated.
- N^o. 1146. § VI. **ALSO** Goods saved after Shipwreck.
- N^o. 1147. § VII. **ALSO** precious Stones, Pearls, Jewels, and other Things of Value, Gold or Silver in Specie or Bullion, which any one takes Care of in bad Weather and saves together with his Life.
- N^o. 1148. § VIII. **IF** after Jettison a Ship be lost or taken, so that nothing of the Cargo is saved or recovered, no Average is allowed.
- N^o. 1149. § IX. **IF** a Ship be intirely freighted for a full Cargo, and the Master, contrary to the Tenor of the Bill of Lading, receives on board other Goods than what are specified in the Bill of Lading, such Goods taken on board contrary to Agreement, if lying in the way at the Time of Jettison, may be thrown overboard without any Compensation or Contribution on the Part of the Freighter; but if such Goods be not cast overboard they shall be chargeable with Average. In Case the Owner was not informed of the abovementioned full Freightage, and the Blame consequently lay

lay entirely on the Master, these Goods, if thrown overboard, shall also be included in the Average, and the Master and Ship be answerable for the Indemnification.

§ X. Goods lost, if brought in Prahmes, Lighters and Boats, N°. 1150. weaker and different from those used at the Place.

§ XI. Goods which shall be damaged by the Owners taking them away in Time of Danger, and causing them to be removed out of the Ship against the Consent of the Master and Ship's Company, with a View of saving them. N°. 1151.

Cases relating to Ships and their Apparel, and which are chargeable upon Average.

§ I. **W**HATEVER is requisite to be cut once or oftener in a Storm or any other Exigency, for the Preservation of Life, Ship and Cargo, whether it be Masts, Shrouds, Cable or Anchor Ropes, or any other of the Ship's Tackling. N°. 1152.

§ II. IF the Ship's Boat be cut away from its lashing upon Deck and hoisted overboard. N°. 1153.

§ III. THE Masts being carried away with the Sails and Shrouds hanging to them, that the Ship and Cargo would be endangered, unless they were cut away; so much only of the Tackling as is actually cut away, shall be charged to Average. N°. 1154.

§ IV. LIKEWISE if the Master be obliged to cut away the Anchors, or Anchor Ropes, to prevent running upon Rocks, on a Lee Shore, or into any Danger otherwise unavoidable. N°. 1155.

§ V. IF a Ship on account of Security has joined itself in a Fleet with others, and by heaving up the Anchor cannot be ready so soon as the others, but in order to get under Sail in Company with the rest is obliged to cut away her Cable. N°. 1156.

§ VI. ALL Damages happening to a Ship and its Apparel in Action against the Enemy, Cruizers, Privateers or Pirates. N°. 1157.

§ VII. LIKEWISE if a Ship becomes leaky, or strikes against a Rock or the Ground, so that there is a Necessity of taking out
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out the Cargo, in order to careen, repair or caulk what has been hurt or broken afunder, so that the Ship may be reladen and continue its Voyage ; further, if on the like Occasion Cordage or any other Part of the Ship's Apparel be torn or spoilt.

Cases relating to a Ship and its Tackling, but which do not belong to Average.

Nº. 1159. § I. **I**F the Master has incumbered the Deck with Goods to that degree that the Ship's Boat cannot be made fast in its proper Place, but is lashed without board, and by this means comes to be lost, it shall be made good by the Master only.

Nº. 1160. § II. MASTS, Sails, Yards, Oars, Cordage, or any other of the Ship's Apparel, gone overboard in bad Weather, also Cables broke afunder, or torn.

Nº. 1161. III. IF from the Fears of the Passengers, the Captain at their Desire and urgent Entreaties cuts away a Mast, or does the Ship any other Detriment, they who persuaded him to it shall make it good.

Nº. 1162. § IV. PRAHMES and Lighters hired for bringing Goods to or from the Ship, being lost, the Owner of them bears his own Loss.

Art. 4.

Of Jettison.

Nº. 1163. § I. **I**F the Master, for the Preservation of Life, Ship and Goods, by the extreme Violence of the Weather or any other Danger, is under a Necessity of throwing overboard Goods or what he has cut away, he shall first consult with his Mates, and the greatest Part, and the most experienced of his Ship's Company for their Advice and Approbation ; which shall likewise be done in case the Owner either of a Share in the Ship or of the whole Ship, also the Proprietor of a Part, or of the whole Cargo, or their Agents, were then on board ; and though the latter should not consent to it, yet shall the Master put in execution such Jettison and Cutting as he, or the most experienced

rienced of his Ship's Company, have to the best of their Knowledge judged absolutely necessary for the Preservation of People, Ship and Goods in the present Danger: but if the Owner or the Freighter continue to oppose him in it, so that thereby any Damage results either to the Ship or Goods, it shall be charged to those through whose Fault it was occasioned.

§ II. AT the Jettison of the Goods the Master, as far as N^o. 1064. Time and Circumstances permit, shall take great Care that those Goods, and Parts of the Ship's Apparel which take up the most Room, and which are the heaviest and of the least Value, be thrown overboard first; but when this is impracticable, other Goods which shall be attended with the smallest Loss.

§ III. THE Master shall himself, or cause his Mate, as far as N^o. 1165. it is possible, to take an exact Account of all the Goods thus thrown overboard, according to their Bales, Chests, Casks, together with their Numbers and Marks; but if the Necessity be so urgent as not to allow of this, the Master and the Ship's Company may certify upon Oath what was thrown overboard and thereby lost.

Art. 5.

Of the Computation and Division of Averages.

1. *In regard of particular Averages.*

§ I. UNDER the particular Averages, to which the Insurer N^o. 1166. is bound, and which are exhibited in the second Article of this Ordinance are to be reckoned Repairs and Charges belonging to a Ship only, and laid out in putting it again into a sailing Condition, to which must be added what the Ship contributes to great Average.

§ II. A Damage relating only to Goods, and happening before half the Voyage be performed, is to be estimated according to an authentic Bill of Parcels of the Goods, together with the Charges incurred at the Place of Lading, Freightage, and the Premium paid. But a Damage happening afterwards, shall be estimated

mated by the current Price at the Place of Discharge at the Time of the Ship's Arrival; to which is added the Ship's Contribution to great Average, yet with a previous Deduction of the Freight and Charges.

2. With regard to great Average.

Nº. 1168. § I. **A**LL Ship's Apparel and Cordage, together with the other Things mentioned in the third Articles of Average, cut through Distress of Weather, shall be computed and made good according as the Value is proved to have been at the Time of such Cutting: on the other hand, what remains of the Cordage and Apparel after the Cutting shall be to the Insurer.

Nº. 1169. § II. IF a Jettison of Goods be absolutely necessary, and it is done before or when the Voyage is half performed, the Goods thus ejected shall be estimated in the manner as has been mentioned relating to particular Average.

Nº. 1170. § III. THE Damage being regulated as before specified, it shall be totally divided, and charged upon the Ship and Goods, and be compensated by every Insurer who has underwritten for them: and herein is to be considered the proper Value of the Ship in the Condition in which it comes from Sea, and as it appears to the Surveyors and Appraisers appointed thereto. But if the Ship, or the greatest Part thereof, is estimated and set down in the Policy at a certain Value, it must so remain in any subsequent Appraisement. The Goods saved in the Ship shall be computed according to the Price of the Bill of Parcels, together with all Charges; but the Goods thrown overboard in the manner as before prescribed.

Nº. 1171. § IV. IF the Goods thrown overboard shall happen to be driven no Shore or to be fished up, and thus be recovered, in this Case such Goods, if before compensated for by an Average Account, shall belong to the Contributors: but where such Merchandizes have not been made good, they shall be sold to the highest Bidder, and according to the abovementioned Appraisement; and after deducting the Salvage and other Charges incurred the remainder shall be divided among the Parties concerned.

§ V. THE

§ V. THE Average Computation on Ship and Goods being thus drawn up and adjusted, every Insurer ought to pay down his Share therein specified towards the Indemnification, otherwise the Master is empowered to detain the Goods till the Owner of them pays down his Contingency or provides sufficient Security for it. N^o. 1172.

Orders concerning Articles relating to Insurance and Average Cases in general.

Art. 1.

Of Brokers and their Duty in the Conduct of Insurance and Average Cases.

§ I. **N**O other Brokers shall be employed in such Cases but those who are sworn and appointed by the Magistracy of the Place ; yet are the Insured and Insurer at Liberty, if they think fit, to transact an Insurance betwixt themselves. N^o. 1173.

§ II. AN Insurance being executed, the Broker shall truly declare all that he knows concerning it, and not presume to conceal any Circumstances relating to it, or wrest them differently from what they in reality are, but much less shall he conceal or promote any Fraud or Imposition in it; likewise he shall take Care that the Insurance be not entered into by such who according to § I. Art. 2. of this Ordinance, are not authorized to undertake Insurances, or are known to be incapable of fulfilling the Conditions of the Insurance : in failure whereof a Broker shall be obliged to make good any Loss arising therefrom, and likewise, according to the Nature of his Offence and the Circumstances, be further liable to a capital or any other condign Punishment. N^o. 1174.

§ III. THE Broker shall carefully with his own Hand set down in the Blanks in the Policy all the Circumstances which are declared at the Draught of an Insurance, according to Names, Times, and Places, together with the Circumstances agreed on ; and likewise enter a just and clear Copy of it in his Book, to the end that if needful all credible Informations of it may be had : and in Case of Neglect the Broker shall be answerable for all Damages. N^o. 1175.

§ IV. THE

- Nº. 1176. § IV. THE Broker shall further be obliged punctually to enter in his Book all Advices which, at the Desire of the Insured, he has reported to the Insurer concerning the Ship and Goods, specifying the Day, Month and Year when such Advices were given, and likewise what the Insured said on such Occasion: any Neglect hereof appearing, the Broker shall forfeit his Brokerage; but in Case of any prepenſe Deceit he ſhall be puniſhed according to the Nature of the Caſe.
- Nº. 1177. § V. THE Insurer crediting the Broker with the Insurance Premium, and afterwards ſuffering Loſs, he muſt make his Demand upon the Broker: but if the Premium ſtill remains in the Hands of the Insured, he ſhall be obliged to pay it to the Insurer.
- Nº. 1178. § VI. THE Broker ſhall immediately take the Premium from the Insured, and without delay deliver it to the Insurer; otherwiſe he ſhall not only forfeit his Brokerage, but pay the whole Premium.

Art. 2.

Of ſiniſter Practices and Frauds in Matters of Insurance and Average.

- Nº. 1179. § I. **A** NY Perſon ſoever making uſe of Artifice, Fraud, and Fallacy in any Matter of Insurance or Average, he ſhall both make good to all Parties concerned all the Inconveniencies and Damages they may have received thereby, but likewiſe, on account of his Offence, ſhall, according to the Circumſtances of every particular Affair, and the Preſcription of the penal Laws enacted in our Ordinance againſt Criminals, be puniſhed in his Eſtate, Honour and Life.

Art. 3.

Of the legal Time of making the Demand in Matters of Insurance and Averages.

- Nº. 1180. § I. **T** HE Insured, or he who acts in his Right, ſeeking from the Insurer or his Heirs, Reparation of Damages ſuſtained in ſuch Caſes of Insurance and Average, ſhall do it in
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the proper Manner according to the Place where the Damage happened, and in the Term proportioned to the Distance, *viz.* within six Months, in Case the Damage appears to have happened in the *East-Sea*, or any Harbour lying therein; within a Year and a Day, in Case it happened within the *Mediterranean-Sea*, or any of the Harbours lying therein, in the *Archipelago*, the *Levant*, the Coasts of *Barbary*, the *Canary Islands*, and *Madeira*; but if the Damage happened out of *Europe*, within three Years. The Time assigned for each of the aforementioned Accidents (which is to be without Effoins, which shall be determinable by the Judge,) being elapsed, and the Compensation neither brought to Arbitration, nor formally demanded in Court, the Insured, or the Person acting by Virtue of his Right, has no farther Claim concerning it.

§ II. WHERE, pursuant to the Policy, Satisfaction is sought for Damages sustained on fresh Water within the Kingdom, it is to be conducted according to the preceding Section, but within the Space of three Months. N°. 1181.

Of Processes in Cases of Insurance and Average.

IT being our Royal Pleasure, for the more speedy Termination of Disputes arising in Insurance and Average Cases, to establish a particular Court of Insurance, which, when the Parties at Variance cannot reconcile themselves, nor are satisfied with the Award of Arbitrators chosen thereto on both Sides, shall decide them so that no further Appeal or *Beneficium Revisonis* shall either be desired or granted; this Tribunal shall consist of thirteen Members, *viz.* two of our High Court of Justice at *Stockholm*, two Officers of the Admiralty, three of our College of Trade, two Magistrates who have been Traders, and four Merchants well versed in foreign Commerce and Navigation. Likewise the Members of this Court of Insurance shall, before they sit as Judges, take the Oaths appointed to be taken by Judges: And in all Cases which shall come before them they shall carefully regulate themselves by the following Ordinance on Processes.

§ I. BEFORE this Court of Insurance shall be brought and determined all Insurance and Average Cases executed in *Sweden*, N°. 1182.

or in the Provinces subject to its Dominion, relating either to Natives or Foreigners living in or out of the Kingdom, no Exception or Appeal against this Judicature being permitted.

N^o. 1183. § II. THE Occurrences in Insurance and Average Cases being almost beyond Number, and very variable, so that there was no Possibility of clearly and punctually particularizing them in this Ordinance, the Court of Insurance is to accommodate and determine such Kinds of Disputes according to the Prescription of this Law, of Custom, and of Equity, and likewise according to their Conscience and Understanding.

N^o. 1184. §. III. THE Insured requiring Reparation of Damages, and the Insurer declining to give any Manner of Satisfaction, it behoves him, if an authorized Dispatcher be at or can go to the Place, to deliver to him all the Proofs and Preceedings relating thereto, that within a Month he may draw up a just *Dispatch-Account*, and deliver, to the Insurer and Insured, two Copies of the like Tenor, in order for making proper Proof of the Indemnification: if both Parties agree therein, the Damage shall be made good by the Insurer according to the Tenor thereof.

N^o. 1185. § IV. BUT if no *Dispatcher* be ordered to the Place, or that the Parties will not acquiesce with the *Dispatcher's* Account, they must either themselves, or by Persons properly empowered, name two Arbitrators of each Side, for determining the controverted Points; who, without Delay, or at farthest within a Month, shall, conformably to this Ordinance and to the best of their Knowledge, bring it to an Issue: and when all or three of them concur in one Resolution, they shall deliver to each Party their Opinion in Writing.

N^o. 1186. § V. IN Case the Arbitrators cannot agree upon any Decision, or that one of the Parties will not submit to the Award of Arbitrators; the Recusant shall, either by himself or by a proper Agent, eight Days after, before twelve o'Clock, if dwelling here in the City, or if in the Country, within half the Time allowed in *Chap. XI.* of the *Swedish* Process-Ordinance, computing from the Day when the Award of the Arbitrators can be proved to have been delivered to him, lay before the Court of Insurance his Petition, together with all the Proofs
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and Vouchers which he shall at that Time be possessed of, and also a Duplicate of them for the adverse Party, who, either personally or by proper Agents, must receive them. Then, whether the Court of Insurance sits that Day or not, the Secretary of the Court shall mark the Date of the Delivery both on the Instrument delivered in, and in a Day-Book to be kept for that Purpose, that thereby any Doubt may be prevented.

§ VI. IF the Recufant without a legal Plea suffers this Time to elapse, the Award of the Arbitrators shall take Place, and the opposite Party shall provide himself with a Certificate of the Insurance Court, in order to procure the Assistance of the King's Officers. N^o. 1187.

§ VII. The Petition being delivered in on the right Day, the Defendant shall, before twelve o'Clock on the ensuing eighth Day, appear with his Answer and all the Proofs and Vouchers which he has by him: in failure whereof without producing any legal Excuse, he shall forfeit his Right of answering, and the Insurance Court shall proceed to a Decree according to the Plaintiff's Bill, and the Proofs and Circumstances by which Truth and Equity can be best cleared up and ascertained. N^o. 1188.

§ VIII. No Verbal Hearing shall be permitted, unless the Insurance Court finds it necessary for their own better Information, or at the Request of one of the Parties for adducing Proofs which he was not possessed of at the Exchange of Writings. The Party abusing this Indulgence shall forfeit fifty Dollars or more according to the Nature of the Circumstances. N^o. 1189.

§ IX. IN all that relates to the hearing of Witnesses and legal Proofs, the Court of Insurance is to regulate itself by the common Laws of *Sweden*. N^o. 1190.

§ X. HE who speaks or writes any Thing with a View of concealing the Truth or imposing on the Court, shall be fined twenty or thirty Dollars, or more, according to the Nature of the Circumstances. N^o. 1191.

§ XI. ANY one insulting his Adversary, before the Court of Insurance, either by Word of Mouth or Writing, by Mockery,

or Railing, by defamatory Accusations, or by Gestures; he shall incur the same, or even a larger Penalty than the last mentioned.

N^o. 1193. § XII. WHOEVER, without Cause, presumes to tax any Member of the Court of Insurance with Injustice, shall pay a Fine of fifty Dollars. Any one talking or writing scandalously against any such Member, shall be amerced double that Sum, and, if the Offence deserves it, shall publicly ask Pardon in open Court. Any one threatening a Member, or injuring him in his Character and Reputation; the Court of Insurance itself shall take Cognizance of the Matter, and the Offender be punished according to § 8. Chap. XVIII. of *the Penal Articles*: but any one daring to strike, hurt, or kill, a Member of this Court; in these last Cases, the Insurance Court shall refer the Matter to the Decision of the High Court of Justice.

N^o. 1194. § XIII. ALL and every Person shall shew Honour, and Respect to the Insurance-Court; and any one presuming to utter or write any Thing defamatory or scandalous against the Insurance-Court as a Body, or against the Majority thereof, he shall be subject to a Mulct of a hundred Dollars or more; and if his Offence deserves it, make a publick Submission.

N^o. 1195. § XIV. ALL Agreements concluded during the Processess shall be confirmed by Decree of the Court of Insurance, and then only have the Right of Distribution according to the Tenor of Chap. VI. of *the Article of Examination*. Upon the Contravention of such Agreements, Redress is to be sought by *Common Law*.

N^o. 1196. § XV. IF a Case brought to hearing, cannot, from some particular Circumstance, be immediately decided, the Court of Insurance, at the Plaintiff's Instance, and Occasion for it appearing in the Policy, and other authentic Vouchers, has Power by a Demurrer to lodge in a third Hand the Whole or Part of the Sum in Dispute; and then the Plaintiff, giving undeniable Security and Six *per Cent.* Interest, may have the Use of it till the Matter be brought to a final Issue.

§ XVI. WHEN

§ XVI. WHEN the final Decision of a Process comes on before the Court of Insurance, seven of the Members at least shall sit on it, in case the others cannot be present on Account of Business of greater Concern ; and shall therein guide themselves by the Directions in these Cases set forth in the Contents of the third, fourth, fifth, and sixth Sections of the XXIII. *Chapter of the Process Ordinance*. N°. 1197.

§ XVII. As no Decree, to be arbitrary, but well grounded and legal, the Court of Insurance is therein to make Use of the Lights and Directions specified in the second Section of this Article : nevertheless, only civil Contests arising from Insurances or Averages concerning Indemnification or Reimbursement, and Matters in any wise relative thereto and before mentioned, shall be subject to their Cognizance. If in Insurance or Average Cases an Offence be committed in which the Body, Character or Life of a Person is concerned ; this shall be carried from the Court of Insurance to the High Court of Justice, who, having referred it to the Examination of the lower Court, shall, after the Report of such Examination, proceed without Delay to decide the Matter agreeably to the penal Laws. N°. 1198.

§ XVIII. OF all Decrees of the Court of Insurance, which, when posted up at the Door of the Court, are to be drawn up by the Officers of the said Court, Duplicates shall be made out under the Seal and Signature of the Members, and delivered to each Party, paying the Fee customary in Courts of Justice. N°. 1199.

§ XIX. IN other Cases which shall come before it the Court of Insurance is to conduct itself by *the Laws digested in the Process Ordinance*, they being both expedient and equitable. N°. 1200.

§ XX. WHEREAS, for several Causes, we have judged proper not to allow of any Appeal or Rehearing from a Decree of the Court of Insurance, so such Sentence and Declaration of Right shall, upon its being drawn up, be reputed in Force, and put in Execution according to its Contents. N°. 1201.

§ XXI. ANY

- N^o. 1202. § XXI. ANY one, in or out of Court, excepting against the Sentence of the Court of Insurance, or endeavouring to invalidate it, shall incur a Penalty of a hundred Dollars.
- N^o. 1203. § XXII. IF the Cast-Party shall obstinately oppose the Execution of the Sentence, he who has the Demand shall be obliged to wait no longer than eight Days after Sentence pronounced, but apply to the King's Officer thereto appointed, who, without the aforementioned Exchange of Writings, shall immediately, or at farthest within fourteen Days, unless he himself will become responsible, execute the Sentence, and make the Distribution pursuant to the Tenor of the *Article of Examination*.
- N^o. 1204. § XXIII. THE Court of Insurance for the Administration of Justice and the Decision of Contests having no settled Appointments, the Plaintiff, before the Delivery of his Bill, shall pay to the Chest of the Court of Insurance two *per Cent.* of the Sum in Dispute, but upon Gain of Cause, he shall be allowed a Compensation besides other reasonable Law-Charges.
- N^o. 1205. § XXIV. ALL Fines, and Penalties, imposed by this Process-Ordinance shall be paid in *Silver-Money*, and be the sole Property of the Chest of the Court of Insurance.

N^o I.*Policy of Insurance on a Ship or Vessel.*

- N^o. 1206. **W**E the underwritten hereby insure, every one for himself and his Heirs,
 in Part or the Whole,
 on the Ship or Vessel called . . . or
 its Hull, together with Masts, Sails, Anchors, Cordage, and Tackling, Ordnance, Ammunition or other Appurtenances (which Ship God preserve!) and whereof . . . is Master, or whoever else shall go for Master, or by whatsoever other Name the said Ship or the Master is or shall be named,

besides, the said Ship, or Share of the Ship, being by Agreement
 valued

valued at no farther Account or Proof of its Value shall be demanded, than this Policy.

The Insurers hereby take upon their Adventure, and make themselves answerable for all Detriment and Damage which may happen from the Day and Hour when the Master shall, in order to this Voyage, begin to take into the Ship or Vessel, Ballast, or Lading, and till the said Ship, with all its Furniture and Appurtenances, shall be arrived, as agreed on, at the Place abovementioned, all Risk of the Insurers ceasing Twenty-one Days after the safe Arrival of a Vessel, or sooner if it be entirely cleared. The Master shall be at Liberty to conduct and prosecute the Voyage in such Way and Manner, as he shall judge best and most convenient, and whether by Necessity, or by his own Skill and Forecast, put into such Harbours and Roads, as are conducive to the happy Prosecution of the Voyage.

Accordingly the Insurers take upon themselves all Damages, that shall happen to the said Ship by Wind, Weather, Sea, Ship-wreck, Stranding, running foul, Ice-drift, Fire, taking a wrong Course, Embargo's and Arrests and Detentions by Kings, Princes, and People of what Nation, Condition or Quality soever; Reprisals, Capture or forcible Plundering by Men of War, Cruizers, Privateers, Pirates, and Enemies; Mistakes and Neglects, and Obstinacy of the Master, and Ship's Company, together with all other Losses and Misfortunes without Exception which shall happen contrary to the Knowledge and Consent of the Insured. The Insurers in all these Particulars so far putting themselves in the Place of the Insured as to bear them free of all Losses and Damages; so that the Insurers, each according to his Share herein insured, shall pay to the Insured his Factor, Agent, or Assign, all Losses he has sustained with Respect to the Sum insured; and this within two Months after due Proof of the Accident or Loss: yet in Case of a total Loss, two *per Cent.* shall be deducted at the Time of Payment. Upon any Damage happening, it shall be lawful for the Insured, their Factors, Servants or Assigns, to labour, and use all possible Means for the Defence, Safe-guard, and Recovery of the said insured Ship or Vessel; and likewise the Insured by himself, or others, may, according to the Laws and Institutes of every Place, assist
in

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in saving the Ship or Vessel, and, without the Insurers Consent or Declaration, by Sale dispose of what is saved. The Insurers shall, besides, pay all the Charges incurred thereby, and the Losses attending it, whether any Thing be saved or not, and allow of the Account of Disbursements under the Oath of the Person by whom it is drawn up; but what has been saved shall belong to the Insurers. For all which the Insurers have in ready Money received the Insurance Premium agreed on

in the Hundred. The Insurers, farther hold themselves free from all Average or Charges by Demurrage, and likewise from Damages and Average under three *per Cent.* Further, the Insurers subject themselves to the aforementioned Insurance and Average Ordinance of his Majesty our most Gracious Sovereign, and bind themselves *bona fide*, readily and truly to make good and fulfil the Premises. Executed and insured at *Stockholm* the

N^o. 2.*Policy of Insurance on Goods and Merchandises.*

N^o. 1207. **T**HE underwritten hereby insure, every one for himself and his Heirs,
either in Part or the Whole of

Goods and Merchandises, of any Name, Condition or Quality soever, which are already shipped, or shall be shipped, on board the Ship or Vessel called
which God preserve! whereof is Master,
or whoever else shall go Master in his stead, or by whatsoever other Name or Names, the same Ship or the Master thereof is or shall be named; which Goods, whatsoever the Cost of them may have been, are by Compact appraised at

The Insurers hereby take upon their Risque, and make themselves answerable for, all Detriment and Damage which may fall out from the Day and Hour of these Goods and Merchandises

dises being brought to the Lading Place or Shore, in order to be shipped or carried from thence in Vessels, Prahms, Lighters, or Boats, on board the said Ship, till the said Goods and Merchandises be arrived at the Place above agreed on, and there at the usual Place of Clearance be entirely and without the least Damage taken out of the Ship, and landed from thence in other Vessels, Boats, Prahms, and Lighters. This Unlading shall be performed within fifteen Days after the Arrival of the said Ship or Vessel at the Place agreed on, the Insurer's Risque then ceasing, unless unavoidable Impediment and Delays hinder the Discharge from being performed within the said Term, which must be proved by any Misfortune or Damage happening. The Master shall be at Liberty to conduct and prosecute the Voyage in such Way and Manner as he shall judge best and most convenient, and either by Necessity or his own Skill and Forecast put into such Harbours and Roads as shall be conducive to the happy Progress of the Voyage. If, Necessity so requiring, Goods or Merchandises be removed out of this Ship and put on board another Vessel, whether larger or smaller, (which the Insured in such a Case may permit to be done without waiting the Insurer's Leave for it,) the Insurer shall run the same Risque of them, as if they had never been unladed. The Insurers take upon themselves all Damages that shall happen to the said Goods, and Merchandises, by Wind, Weather, Sea, Shipwreck, Stranding, running foul, Ice-drifts, Fire, Embargo's, Arrests and Detentions by Kings, Princes, Republics, and Nations, of what Name, Condition, or Quality soever; Reprisals, Capture or forcible Plundering by Men of War, Cruizers, Privateers, Pirates, and Enemies; Mistakes, Neglects, and Obstinacy of the Master, and Ship's Company, together with all other Losses and Damages without any Exception, which shall happen contrary to the Knowledge and Consent of the Insured: In all the Premises the Insurers so far putting themselves in the Place of the Insured, as to bear them free of all Losses and Damages; so that the Insurers, each according to the Share for which he has subscribed, shall pay to the Insured, his Factor, Agent, or Assign, all Losses he has sustained with respect to the Sum insured; and this within a Month after due Proof to the Insurer of the Accident and Loss: yet in Case the Loss be total, *Two per Cent.* shall be deducted at the Time of payment.

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Upon any Damage happening, it shall however be lawful for the Insured, their Factors, Servants, or Assigns, to labour and use all possible Means for the Defence, Safe-guard, and Recovery of the said insured Goods and Merchandises: likewise the Insured may, according to the Laws and Institutes of every Place and Country, assist in saving the Goods and Merchandize, and, without procuring the Insurers Consent or Declaration, by Sale dispose of what is saved. Moreover, the Insurers shall pay all the Expences and Damages incurred thereby, whether any Thing be saved or not, and allow of the Account of Disbursements under the Oath of the Person by whom it is drawn up, and what has been saved shall belong to the Insurers; for all which the Insurers have in current Money received the Insurance Premium, according to Agreement, at

in the Hundred. The Insurers nevertheless hold themselves free from all Average and Charges by Demurrage, and likewise from Average and Damage under Three *per Cent.* and on Wool, Hemp, Flax, Stock-fish, Herrings, Corn, Pease, and Sugar, under Ten *per Cent.* Further, the Insurers subject themselves to the aforementioned Insurance and Average Ordinance of his Majesty our most Gracious Sovereign, and bind themselves *bona fide*, readily and truly to make good and fulfil the Premises. Executed and insured at *Stockholm* the

N^o. 3.

Policy upon Bottomry, Cambio-marino, and Freightage.

N^o. 1208. **T**HE underwritten do hereby insure, every one for himself and his Heirs, and every one according to the Share which he has signed

in Part or the Whole

on

in the Ship or Vessel called

which God preserve! whereof

is Master, or whoever else shall go Master in his stead, from

to

and

and although the Master be at Liberty to conduct and prosecute the Voyage in such Way and Manner, as he shall judge best and most convenient, and whether by Necessity or his own Skill and Forecast to put into such Harbours and Roads, as may be conducive to the happy Progress of the Voyage, the Insurers nevertheless take upon their own Hazard and Adventure all Damages which shall happen from the Day and Hour of the Master's beginning to take into the Ship Ballast or Lading for this Voyage, till the Arrival of the said Ship with Merchandises and at the abovementioned Place, and its entire Clearance there, the Hazard of the Insurers then ceasing. The Insurers accordingly are answerable for all Damages happening to the beforementioned through any kind of Dangers, Wind, Weather, Sea, Shipwreck, Stranding, running foul, Ice-drifts, Fire, Embargoes, Arrests and Detentions by Kings, Princes, Republics and Nations, of what Name, Condition or Quality soever, Reprisals, Capture or forcible Plundering by Men of War, Cruizers, Privateers, Pirates, and Enemies, Mistakes, Neglects, and Obstinacy of the Master, and Ship's Company, together with all other Losses and Damages, without any Exception, which shall happen contrary to the Knowledge, and Consent of the Insured, whether any Thing be saved or not: so that the Insurer shall pay to the Insured, their Agents, or Assigns, the Whole of the Loss sustained, according to the Sums insured; and that within a Month after due Proof be made to the Insurers of the Loss or Damage, yet with a Deduction of Two *per Cent.* in Case of a total Loss: for all which the Insurers have received in Current Money the agreed Premium at in the Hundred. The Insurers nevertheless hold themselves free from all Average and Charges arising from Demurrage: further, the Insurers subject themselves to the aforementioned Insurance and Average Ordinance of his Majesty our most Gracious Sovereign, and bind themselves *bona fide*, readily and truly to perform, and fulfil the Premises. Executed and insured at *Stockholm*, the

N^o. 4.

Policy for ransoming Persons taken by Turkish Corsairs.

N^o. 1209. **T**HE underwritten hereby insure, each one for himself and his Heirs,
 or if it may otherwise be transacted
 for his own Person who sails as
 on board the Ship or Vessel called
 and whereof is Master, being bound from
 to and in Case the said Ship be lost or cannot
 complete its Voyage, the Insurers shall be answerable for the
 Dangers, on all other Ships be they one or more, on board of
 which the said shall remove
 in the Prosecution of his abovementioned Voyage, be it by
 Water, or by Land. The Insurers accordingly take on their Ad-
 venture and Hazard all Dangers and Misfortunes relating to the
 Redemption of the same Person, if he should happen to be
 taken either by *Turkish* Cruizers, *Moorish*, *Barbarian*, or
 other Corsairs and Pirates, and be by them carried into Slavery;
 and in Case of such Misfortune, which God forbid! the In-
 surers, according to every one's Share here subscribed, shall im-
 mediately pay to the Insurer, or his Assigns, the full Sum for
 his Ransom, and this without any Deduction, and likewise im-
 mediately after the Acceptation of the Bill of Exchange drawn
 for the Payment of the Ransom, or even before, if it be
 known that the Person taken is actually arrived in any Part of
 Christendom; yet with the Proviso that this Sum subscribed to
 by the Insurers shall not be diverted to any other Use than the
 Delivrance and Redemption of the said Person, with every
 Thing belonging to him; and what Surplus may be remaining
 after the Ransom of the said Person, shall be duly repaid to the
 Insurers. Further the Insurers subject themselves to the afore-
 mentioned Insurance and Average Ordinance of his Majesty
 our most Gracious Sovereign, and bind themselves *bona fide*,
 without any Opposition, truly to perform, and fulfil the Premises.
 Executed and insured at *Stockholm* the

N^o. 5.

N^o. 5.

Policy upon a Vessel in fresh Water.

THE underwritten hereby insure

N^o. 1210.

in Part, or collectively, on
the Vessel or Yacht called
or its Hull, together with Masts, Sails,
Cordage, Apparel, and other Appurtenances; of which Vessel,
which God preserve! is Master, bound from

The Insurers hereby take upon their own Hazard and Obligation all Damages which may happen from the Day and Hour, when the Master shall begin to take in his Lading for this his Voyage, till the said Vessel shall be arrived at the Place agreed on as specified, where the Risque of the Insurer shall cease five Days after the Arrival of the Vessel, or sooner if it be entirely cleared. The Master is at Liberty to conduct and prosecute his Voyage in such a Manner as he shall judge best and most convenient, and either from Necessity or voluntarily put into such Harbours as shall be conducive to the happy Progress of the Voyage. The Insurers accordingly take upon themselves all Damages which may befall the said Vessel from Wind, Weather, Sea, Stranding, running foul, Ice-drifts, Fire, Mistakes, Neglects, and Obstinacy of the Master, or his Men, together with all other Losses and Damages without any Exception, which shall happen contrary to the Knowledge and Consent of the Insured; so that the Insurers, each according to the Share for which he has subscribed, shall pay to the Insured, his Factor, Agent, or Assign, all Losses he has sustained with Respect to the Sum insured, and this within a Month after due Proof of the Losses being made to the Insurer; yet with a Deduction of Two *per Cent.* in Case the Loss be total. Upon any Damage happening, it shall however be lawful for the Insured, their Factors, Servants or Assigns, to labour and use all possible Means for the Safeguard and Recovery of the said Vessel or Part thereof: and as the Insured either by himself or others may assist in saving the

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the Vessel, and by Sale dispose of what is saved after procuring the Insurers Opinion and Consent, the Insurers shall also pay all the Costs and Damages incurred thereby, whether any thing was saved or not ; and on the other Hand, what is saved shall belong to the Insurers : for all which the Insurers have in current Money received the Premium agreed on at the Hundred. The Insurers nevertheless hold themselves free from Damages or Average under Three *per Cent.* further the Insurers subject themselves to the aforementioned Insurance and Average Ordinance of his Majesty our most Gracious Sovereign, and bind themselves *bona fide*, readily and truly to perform, and fulfil the Premises. Executed and insured at *Stockholm* the

N^o. 6.*Policy on Goods upon fresh Water.*N^o. 1211.

THE underwritten hereby insure

both in Part

and Whole, from

and to

on Goods and

Merchandizes, laden in the Vessel called

which God preserve! and whereof

is Master.

The Insurers hereby take upon their Adventure and Obligation all Damages which may happen from the Day and Hour when these Goods were aboard the said Vessel, till they arrive at the abovementioned Place agreed on, and there, at the usual Place of Clearance, be taken out and landed without the least Damage or Detriment. This Clearance must be performed within five Days after the Arrival of the said Vessel, the Insurer's Risk then ceasing, in Case the Clearance within that Time be not retarded by unavoidable Impediments and Delays, which must be proved by what Misfortunes or Damages have happened. The Master is at Liberty to conduct and prosecute his Voyage in the manner he judges best and most convenient, and either from Necessity or voluntarily to put into such Harbour, as shall be conducive to the happy Progress of the Voyage. If, Necessity so requiring, the Goods and Merchandizes are taken

out

out of this Vessel and reladen in another (which, in such Case, the Insurer may do without waiting the Insurer's Leave) the Insurers shall run the same Risk and Hazard as if they had never been unladen. The Insurers take upon themselves all Damages which may befall the said Goods and Merchandizes from any Dangers at Sea, by Wind, Weather, Stranding, running foul, Ice-drifts, Fire, Mistakes and Neglects of the Master and his Men; together with all other Damages, and Misfortunes, without Exception, which may in any manner occur contrary to the Knowledge and Consent of the Insured, so that the Insurers, each according to the Share he subscribed, shall pay to the Insured, his Agent or Assigns, all that he has suffered in respect of the Sum insured, and that within the space of a Month after the Loss is duely proved to the Insurer: nevertheless, in a total Loss, there shall be a Deduction of Two *per Cent.* at the Time of Payment. In Case of Damage or Misfortune, the Insured himself, or by his Factors, Servants, or Assigns, may labour for the Preservation and Recovery of the said Goods and Merchandizes, or any Part thereof; and as the Insured may either by himself or others assist in saving the Goods and Merchandizes, and with the Approbation and Consent of the Insurer may by Sale dispose of what is saved, so the Insurers, whether any Thing be saved or not, shall make good all the Charges incurred thereby, and also the Damages which have happened; on the other Hand, what is thus saved shall belong to the Insurers. For all which the Insurers have in current Money received the Insurance Premium according to Agreement at the hundred. The Insurers however hold themselves free from all Damages and Average under Three *per Cent.* and on Wool, Hemp, Flax, Stockfish, Herrings, Corn, Pease and Sugar under Ten *per Cent.* Further the Insurers subject themselves to the Insurance and Average Ordinance issued by his Majesty our most gracious Sovereign, and bind themselves *bona fide* ready and truly to make good and fulfill this Compact. Executed and insured at *Stockholm*.

N^o. 12.*The Royal Charter of the Company of Insurance at Copenhagen, granted July 1, 1746.*

N^o. 1212. **WE** *Christian* the VI, by the Grace of God King of *Denmark*, &c. &c. make known unto all Men. Whereas the Deputies of the Insurance Company, established in this our Residence City of *Copenhagen*, in behalf of the said Company, and in Consequence of a Conclusion made by the Share-holders in the same, petitioned that we would be pleased to make some Alteration in the Grant given to the said Company by our Royal Father the 20 *April* 1726, and confirmed the 2 *March* 1736, we now, at their Desire and for their better Maintainance in future Times, grant and confirm to the aforesaid Company the following Articles and Privileges.

N^o. 1213. I. **WHILST** this Insurance Company can and will duly support itself, no Persons whatever, within our Dominions and Territories, shall be permitted, under any Pretence, to unite and form themselves into any Kind of Society or Company for transacting Insurances, to the Hindrance and Prejudice of this Company, to which we have granted our Charter: yet is no Body hereby prohibited, as before, to enter into Insurances without the Kingdom in any Place or Manner he shall think fit.

N^o. 1214. II **WE** have granted that the Proprietors of this Insurance Company established by our Charter shall themselves draw up, and cause to be printed, the Policies of Insurances, which are to be delivered to the Insured, in such legal and obligatory Terms, as they shall think best for the Safety and Prosperity of the Scheme: and upon delivering these printed Policies, in our Revenue-chamber, to the Commissioner of our Stamp Duties, they shall be allowed, according to *Book* iv. *Chap.* 6. *Art.* 2. to be stamped at twenty-four *Danish* Shillings each: after which, being delivered to the Keeper of our Stamp-paper, a Policy being wanted, it shall be delivered by him, to be immediately paid for; it is likewise our Pleasure that the Blanks in the printed Policies

Policies shall be filled up by the Company's Book-Keeper, or whom the Company shall appoint, without employing a Broker or any other authorized Person.

III. WHEN a Shareholder enters with his own Hand in the Security-Book, kept for that purpose, what he gives the Company for his Security, and delivers it into their Possession, such Entry shall be held to be as valid, as if he had conveyed it to them by a formal Instrument. And when a Shareholder assigns for his Security a Thing which he does not deliver into the Company's Possession, such Assignment, tho' made on unstampt Paper, shall, notwithstanding our Ordinance of the tenth of *March* 1732, in all Cases, either in a Suit at Law, or otherwise, be accounted of the same Force, as if done on Stampt Paper. But no fictitious or *pro forma* Papers are comprehended herein, these being entirely abrogated by our Ordinance of the tenth of *November* 1731. In like manner we will that any Thing relating to Insurance, which is agreed on between the Parties, and entered in the Company's Register, shall be equally binding, as if every one of the Concerned had subscribed to it. N°. 1215.

IV. As the Proprietors of this Insurance Company bind themselves to be answerable for all the Insurances transacted by the Company; and the principal Accomplishment of this beneficial Scheme depends on an inviolable Regard and Maintainance of the general Security both in regard of the Insured, and of the joint Managers of the Company, we have of our Royal Goodness, for the better Support and Protection of this well-intended Scheme, resolved to forbid, and do hereby absolutely and strictly forbid, that any one, for any Debt or Pretence whatsoever, deliver any Arrest, Prohibition, Attachment, or other Obligation, upon any Security which the Company's Proprietors have given amongst themselves, or on Moneys, which may be in the Company's Chest on Account of one of the Proprietors; it being our Pleasure that such Securities, which are now, and shall be delivered to the Company, be free from all Seizure, as likewise all Sums lying in the Chest are, and shall be looked upon, in all Cases, as a common Possession, and be applied to no other than its proper appointed Use: and that all Parties N°. 1216.

concerned may be the better certified of this our Will and Intention, we hereby make known, for ourselves and our Royal Heirs in the Monarchy that in Case any of the Shareholders of this Insurance Company established by our Charter is or shall be indebted to us, of what Nature soever the Debt be, yet will we not avail ourselves of any Privilege of Superiority over the Insurance Company, either relating to the Security which such Managers has given to the Company, or to any Moneys in the Company's Chest on his Account; but content ourselves with requiring that when our Claims on any Shareholder are made known to the Committee of the Company, such Shareholder shall not thenceforth be answerable for Insurances to be done; nor shall any Thing be paid to him, but the Security which he delivered to the Company, and any Share of the Profits that may be due to him, shall remain in the Hands of the Company till all the Insurances, which were underwritten previous to the Debt owing to us, be duly accomplished and satisfied by the Company; and what remains thereafter of his Pledge or Security, and of Money in Cash for him, shall be delivered by the Company to the Persons nominated by us, towards satisfying our Claim. It is further our Pleasure, that the Directors of the Insurance Company deliver into our Revenue-chamber a just Certificate under their Hands of the Sums subscribed for by each Sharer, that on Occasion they may serve as Directions whereby our Revenue-chamber may take the proper Measures for our Security.

N^o. 1217. V. To the End likewise that the Disputes which after signing the Policy may through unfortunate Accidents happen concerning Insurance, Average, and Return, whether they concern the Insured or the Master, may for the Dispatch of the Insured be the more speedily brought to an Issue, it is our Pleasure, that where a Dispute cannot be amicably adjusted, in which the Company is to spare no Pains, it shall be brought before our Insurance Court, which is to consist of five Persons, *viz.* two of the Magistracy, or the Police and Commerce Chamber, two Sea Captains, and one of the thirty two City Council; the Registers to be kept, and the Act to be drawn up by the Secretary of the Police and Commerce-Chambers.

And

And that the Insurance Court may, when desired, meet without delay, we have recommended to the President of the Admiralty and the Magistracy of *Copenhagen*, that upon being duely applied to for the Decision of an Affair, they shall immediately nominate Persons of each College to sit as Judges on it; and in Case of such Differences betwixt the Insurance Office on one Hand, and the Insured or the Master on the other, that the Parties cannot settle them amongst themselves, they shall be heard and determined in the said Insurance Court: yet shall both Parties, in Case they be properly authorized, be allowed to bring their Cause to be finally decided before our High Court of Justice. And for the better Discovery of Truth and more certain Administration of Justice, it is permitted that Witnesses, who on particular Occasions, and especially where a Suspicion lies, are to be heard, in Case they have not been heard before in other Courts under whose Jurisdiction they live, may and shall, if Inhabitants of this City, be heard before this Insurance Court. Every Decree thus rendered by the Court of Insurance, being reduced into a formal Act, at the Party's Desire a true Copy thereof shall be given to him by the Secretary, and immediately afterwards, according to further Order from our High Court of Justice, or the Sequel of this Ordinance, be immediately put in Execution.

VI. IF, in the Process, it shall clearly appear, that any Person, after taking out an Insurance from the Company, has acted Fraudulently, either in insuring more than was actually shipped, or by himself, or in concert with the Master, wilfully making away with the Ship and Goods; insuring any Thing which he can be proved to have previously known to have been lost, or to have received Advice that the Ship was in Danger, or by any other Male-Practices and Barratries, he shall not only lose his Premium and forfeit all Claim on the Insurance Company, but shall pay to the said Company all the Charges incurred by the Process, the examining of the Matter, and the procuring of Evidences, according to an Account signed by the Company's Managers, and which shall be admitted without further Proof and further shall be, for the Frauds committed by him, tried by our Fiscal-General and punished in Body, Character or Effects, according to the Nature of his Crime. Which Trial we shall

N^o. 1218.

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order to be carried on without any Charge or Trouble to the Insurance Company.

N°. 1219. VII. IN Case of any Dispute among the Proprietors of the Company relating only to Insurance and the just Management thereof, no Process shall be allowed upon it; but when such Dispute cannot be amicably determined by the Company's Managers, a general Meeting of all the Sharers shall be held, and the Matter determined by a Majority of Votes; and such Determination shall stand good without any further Plea or Opposition.

N°. 1220. VIII. LASTLY, having taken this beneficial Scheme into our Royal Protection and Favour, we shall, according to Times and Circumstances, bestow further Consideration on it, and improve this our Grant with what other Articles shall appear proper; on the contrary, we strictly forbid, as before, all and every one to molest or in any wise injure the said Company, under Pain of our Displeasure. Given at our Castle of *Rosenberg*, on the first Day of *July* 1746. under our Royal Hand and Seal.

CHRISTIAN R.

(L.S.)

J. L. v. Holstein.

*Agreement betwixt the Copenhagen Insurance Company,
confirmed by His Majesty on the first of July 1746.*

WE *Christian VI.* by the Grace of God King of *Denmark* and *Norway*, of the *Goths* and *Vandals*, Duke of *Sleswig*, *Holstein*, *Stormar* and *Dithmarsch*, Count of *Oldenburg* and *Delmenhorst*, make known to all and every one, that the Managers of the Insurance Company, in our capital City of *Copenhagen*, having, in the Name of the said Company, humbly requested that we would be graciously pleased to confirm the Agreement entered into and concluded betwixt the Proprietors of the said Insurance Company, on the first of *March* 1726, and our dear Father of blessed and glorious Memory on the 20 of *April*

April of the same Year, and since also ratified and confirmed by us on the 21 of *March* 1736. but now, the better to accommodate it to Times and Circumstances and the various Cases, with the Consent of all the Sharers, we have ordered verbatim as follows:

I. THE Capital of the Insurance Company, at present consisting of three hundred thousand Rix-dollars, shall not be diminished by the Demise of any Proprietor during the Term of Continuance stipulated from Time to Time by Contract among the Proprietors, nor shall it be increased by the Accession of others or by the present Proprietors, till the Proprietors jointly or a Majority of them shall have determined concerning it. N^o. 1221.

II. BUT if, through the great Number and Amount of Insurances, the abovementioned Capital should not be thought sufficient to run the Hazard; the three Managers for transacting the Policies of the current Year, may convene all the Managers and Deputies to deliberate on the Emergency, and afterwards lay it before a General Meeting of the Proprietors, to determine whether the Sum to be hazarded shall be enlarged beyond what was at first agreed on, or whether the Company's Capital shall be increased by Subscription. Yet none shall be obliged against his Will, neither by a joint Resolution nor a Majority, to augment the Sum which he first voluntarily subscribed as a Proprietor; but the Additions to the Bonds of the Sharers in the first Capital shall, as likewise the new Subscriptions, entirely depend on every one's own free Choice and Consent. N^o. 1222.

III. FOR preventing the Difficulties which may fall out in raising and keeping in Specie the three hundred thousand Dollars of which the Company's subscribed Capital consists, and yet that nothing may be wanting to the Security of all the Proprietors and the Credit of the Company in general, it is agreed and resolved that all and every one, who has, or who hereafter, upon any Alteration, Death, or the Opening of a new Subscription, shall subscribe one or more thousand Rix-dollars, whatever their Rank or Condition be, shall for the Sum subscribed deposite a real and satisfactory Security, as the Security-Managers shall require, and to be approved of by a Meeting of the Proprietors of N^o. 1223.

of the Company, whether it consists of Transfers of Pledges in their Possession, and which are transferable to the Company, or in Houses and Effects which they can mortgage to the Company, or Bonds without a Pledge, according to a Resolution of the General Court of *January* 24 1732, or likewise of Gold and Silver Pledges; all which Mortgages, Bonds, and valuable Pledges, a Receipt being given for them by three Proprietors nominated for that Purpose by a Majority of Votes, are by them to be put in an Iron Chest with three Locks, of which each of the said Persons shall keep a distinct Key.

N^o. 1224. IV. In case any Proprietor, whosoever he be, shall through Misfortunes omit paying his Share of Damages, Averages, or Return, within two Months at furthest after Notice given to him that he is to contribute to such Reimbursement, and withal, after being shewed the Calculation made for that End of every Proprietor's *Quota*, does not without delay answer the Contingency charged to him; the Company, or who they shall appoint, may by open Sale, Pledge, Loan, or any other Manner in which it can best be done, raise the Sum required out of the said Proprietor's Pledge or Bond, without any Trial or juridical Procedures; and if the Proprietor thus failing in his Payments shall suffer any Loss by this Dispatch the Company shall not be liable to any Action. Further he shall afterwards give the Company undeniable Security, or be for ever excluded from being a Proprietor. And of what so happened Notice is to be given to every Book-Keeper of the Company for his Government.

N^o. 1225. V. THE Company, being instituted for the public Good, by the free Desire and Consent of the Proprietors may by them be superseded and terminated, either by ceasing at any Time to underwrite Insurances, or by totally separating from each other; as the Proprietors by the Alterations of Times or from other Causes and Incidents may judge proper and convenient. Yet shall this ceasing and separating be determined by a Majority of Votes, and no Proprietor for himself in particular shall withdraw from the Company, within Ten successive Years from the first of *January* of this present Year 1746. but at the Expiration of these ten Years every one who is not willing to go on in what new
Propo-

Proposals may be agreed to, must declare eight Weeks before the Close of the Year, and the Balancing the Accounts, that he will not enter into farther Risks: whereupon after the Close of the Year, and when all the Risks in which he has been comprehended, and for which he partook of the Premium, are run off, he is to be entirely free of the Company, and receive back what Pledge he delivered as his Security.

VI. EVERY Thing shall be conducted, resolved, and determined by a Majority of Votes; every Proprietor of a thousand Rix-dollars shall have a Vote, and no Person shall have more than one, of whatever Sum he may be a Proprietor, whether in his own Name or subscribed in the Names of others who cannot appear personally to give their Votes; that alone being accounted a Vote which comes from the Mouth of a Person who is present at the Proposal and agrees to it. N^o. 1226.

VII. WHEN a General Court is to be held, on the Day or Evening before, a printed Bill specifying the Place and Hour of the Meeting shall be delivered at each Proprietor's House, and whoever is able to come shall not absent himself nor send a Proxy, though a Sharer, much less a Foreigner; but the Absentees must acquiesce in the Resolution formed by those who were present; but Widows and unmarried Women, who either cannot or are not inclined to come, may empower Sharers to Vote for them. N^o. 1227.

VIII. If any Proprietor has an Overture to make for the Company's Advantage, he shall certify it in writing to the Directors in waiting who (if the Matter deserves further Consideration) shall lay it before a joint Meeting of all the Directors, and Deputies, after which it is to be decided in a General-Court of the Proprietors; but no Proposal in the Court shall be moved but by a Director. N^o. 1228.

IX. UPON a Proposal from the Directors every Proprietor present is obliged to give his Vote, *pro* or *con*, to speak his Assent, or Dissent; and no Vote shall be admitted but in the Court, whether it be verbal or communicated in Writing. N^o. 1229.

X. No

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N^o. 1230. X. No Persons shall appear and vote as Proprietors of the Company, but they whose Names are in the List of the Sharers, so that he only who is entered for himself, and as a Proprietor, is allowed to come and give his Vote as such.

N^o. 1231. XI. ANY Person inclined to relinquish his Proprietorship in the Company, or a Part of it, upon giving Notice to the three Directors may transfer it to any with whom he can agree, provided the Person to whom it is transferred be approved of by the Directors, and on all Occasions able to supply his Predecessor's Place; and this Alteration and Relinquishment shall be duly adjusted and passed on the eleventh of *June* or *December* following, without further Delay, when the Security given by the relinquishing Proprietor shall be exchanged for that of his Successor.

N^o. 1232. XII. YET shall no Relinquishment or Transfer be made or Securities exchanged for it in the said Company, under the Sum of one thousand Rix-dollars: but every one is at Liberty in his private Capacity to admit Co-proprietors when and as many as he will; yet any Sum under one thousand Rixdollars being relinquished out of the Company, remains betwixt such Proprietors and the contracting Parties.

N^o. 1233. XIII. ANY one resigning his Proprietorship or Part of it to another, as is permitted *Art. XII.* is to deliver into the Company's Office an Act of Resignation, explicitly certifying the Time when his Hazard ceases and that of his Successor commences, to prevent any Conteſts in Caſe of Misfortunes; and to this End ſuch Act of Resignation may be drawn up in the Form following:

*Whereas I whose Name is hereunto subscribed have to NN re-
signed Rixdollars belonging to the Co-proprietorship of
the Copenhagen Insurance Company established by Royal Charter;
the said NN from begins in my stead to run Ha-
zards, and likewise from the same Time receives his Share of the
Premiums; I hereby acquaint the Managers of it, requesting that
they would permit his Name to be entered in the List of Proprietors
in lieu of mine, that the usual Security may as soon as possible be
taken of him, and that given by me for Rixdollars be
returned*

returned to me, but not before the Expiration of the Risque or Payment of it, according to the Sums which were insured antecedently to this Resignation of the said and for which I have received Premiums.

XIV. YET shall not such Cession be entered in the Company's Book, nor any Alteration made thereupon in the List, till the new Proprietor has produced a Certificate from the three Managers of the Security Chest that he has given them the Security mentioned *Art. III.* and till this be performed the former Proprietor's Pledge shall, notwithstanding such Cession, remain, as is before directed, for a Security to the Company. N^o. 1234.

XV. FOR signing the Policies, receiving the Securities, examining the Proofs delivered in of Losses, Averages, and Returns, and for conducting all other Affairs of Consequence relating to the Company, nine proper Persons being Proprietors shall always, and on Alterations by Deaths or Cessions, be chosen at the usual General Court held in the Month of *January*, viz. N^o. 1235

Three Directors for making out and subscribing the Policies, of which each is to keep a distinct Book, and every Policy shall be signed by at least two of the said Directors.

Three Directors for receiving the Bonds and Mortgages and other Securities given by the Proprietors according to *Art. III.* each to have a Key of the Chest in which they are kept.

Three Deputies for examining the Proofs, Accounts, and Vouchers of Losses, Averages and Returns.

Further, two of the oldest Merchants, known for their diligent Attendance on the Exchange, shall be appointed, with whom the Directors may consult in doubtful Cases and on the Nature and Condition of unknown Ships and Vessels, and may desire them to carry on Correspondencies in behalf of the Company, and procure them the Advices of which they may stand in need on any unexpected Incident.

These eleven Directors and Deputies shall, as often as necessary, meet and consult together on the important Concerns of the Company, and digest every Thing previously to its being laid before the General Meeting of the Proprietors.

The said nine Directors and Deputies shall always, as we have before intimated, on Occasion of Death, or Cession, be

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chosen from among the Proprietors by a Majority of Votes; but for the three Directors for transacting the Policies the Election must always be unanimous.

The said three Directors, upon their Election, are for the other Directors and Deputies always to propose a double Number, out of whom the Proprietors by a Majority of Votes are to fill up the Vacancies occasioned by Death or the Exchange usual at the beginning of every Year.

- N^o. 1236. XVI. THE several Proprietors thus chosen by the Majority of Votes into the Offices and Employments of the Company, shall not decline the same, nor fail of discharging them with Care and Diligence, not only now and till the End of the present and the three stated following Years from the beginning to the End, but even longer if required; if at the next new Election, when all the Directors quit their Offices, it shall be judged proper that one of each Department shall continue a Year longer, that there may not be wanting in them a Director who has already a Year's Experience: in this Case the senior shall always quit first.

The two Consultation-Merchants shall continue till Resignation, or Death, when the Directors are to propose others for filling the Vacancies, and these shall be appointed by the Proprietors. Yet before the Expiration of the Year, or otherwise than in the usual *January* Court, none shall resign or quit the Employment into which he has been chosen, although he should in the mean Time make a Cession or sell his Share to another.

- N^o. 1237. XVII. ANY of the Directors for transacting the Policies going out of Town for above two Days, he shall desire one of the Directors to officiate for him, and to underwrite in Lieu of him and on his Account. Likewise one of the other Directors and Deputies going out of Town for above a Month shall apply to one of the Proprietors to act in his stead.

- N^o. 1238. XVIII. THE Company shall have a Book-keeper for drawing up the Policies, and who shall bring them, with their several Clauses in his own Writing, to the Directors to be underwritten by them. He shall, with the strictest Probity and Care, keep a Book for entering every Occurrence, likewise the

the Premiums received, the $\frac{1}{4}$ per Cent. of the Sum insured payable as a Fee, likewise the one Rixdollar for every Policy; each in a distinct Book.

In regard however of what is henceforth to be paid for Policies, it must be observed, that for an Insurance on Hull and Goods, not amounting to two hundred Rixdollars, only half a Rixdollar shall be paid for the Policy; but if it exceeds the Sum of two hundred Rixdollars, the Policy as before said shall be one Rixdollar. He shall likewise, at the End of every six Months, if the Directors shall jointly think it convenient that a Payment should be made, draw out a Division of the Premiums received, or a Part thereof, in order to such a Dividend among the Proprietors according to their Shares as the Managers shall jointly appoint: he shall make out a Division of any Damage, Average or Return; likewise settle the *Quota* which every Proprietor is to pay towards them; and in fine duly perform all these several Particulars, or whatever else is necessary and relative to his Employment, as he shall be required by the three Directors. This Book-keeper shall always be recommended by the three Directors for transacting the Policies, and chosen by the Proprietors; and shall either be an experienced Man among the Company's Proprietors if there be one whom the Directors will recommend, and who in consideration of a stipulated Salary will take it upon him, or any other proper Person of Character who can at least give two thousand Rixdollars Security; being besides to be sworn before the Directors for the faithful Discharge of this Office.

XIX. THE Company likewise shall have a Messenger for performing its Business, for giving Notice when any Meetings or Courts are to be held, and doing every Thing else concerning the Payment and Receipts of Moneys as he shall be ordered; for which the Directors of the Policies shall likewise propose such a Person as they think proper, with a stipulated Salary. N^o. 1239.

XX. THE Company shall have a convenient Office on the Exchange, where the Book-keeper shall personally attend in Change Time from Twelve to One, to take down the Names of those who desire to insure, and likewise the Directors for transacting the Policies shall attend by turns at the same Place, that one of them may not fail of being continually there at N^o. 1240.

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Exchange Time as abovementioned. Besides which the Book-keeper shall also have an Office at the Place where the Meetings of the Directors and Deputies and the Proprietors are held, and in this Office he or his Substitute shall at other times give careful Attendance, that the Policies, which were desired and minuted down, may be made out, and that he may readily dispatch all other Business of the Company, keeping fair Accounts of every Thing, having also there in his Custody, Books, Registers, and other Papers relating to the Company; here also shall be placed, the City-Chest, where the Premiums are deposited.

In this Office shall likewise be at any Time to be seen the Articles of the Average and Insurance Ordinance, which the Insured are to take Notice of, likewise the *Holland* and *Hamburgh* Courant, and the Course of Exchange.

Further, in the Court-Room shall be kept the principal Chest, wherein the Directors, when they think proper, deposite the Premiums, likewise the Security-Chest, together with the Laws and Institutes, the Insurance-Ordinances, and Sea-Laws of other neighbouring Nations; and lastly in the Office at the Exchange shall be kept general and particular Charts of all Parts of the World, and such Sea Ports to which any Trade is carried on from this and other Cities, and the necessary Intelligences to be referred to, on any Occasion.

N^o. 1241. XXI. UPON any one's giving Notice at the Exchange Office that he wants to insure, the Book-keeper shall inform the Director or Directors who shall be then present at the Exchange, and he or they having resolved to accept of the Insurance, and agreed with the Insured on the Premium and other Articles, the Insurance shall, according to the Insurance Ordinance, be entered in the usual Book kept for that purpose, together with its proper Clauses and Particulars; as, the Ship and Master's Names, the Place from whence it sails and whither bound, the Sum desired to be insured, whether upon the Ship's Hull and Apparel, or the whole Cargo, or on a certain Part of it, likewise the Kind and Quality of the Goods *grasso modo*, the Value or Price put on them, which must afterwards be proved by Computation, together with other Circumstances of the like Nature. This Insurance thus entered in the Book is to be subscribed

scribed both by him who desires the Insurance, and by the Directors who accepted of it: whereupon early the next Day the necessary Policies with their Clauses and Numbers shall be got ready in due Form for underwriting, signed with his Hand, and certifying likewise that the Premium is paid; after which, the Policy, being first entered, and the Fee paid or answered for, shall be delivered to the Insured. But in Case any thing in the Insurance desired raise a Doubt in the Directors then present whether they shall accept of such Insurance or not, the Acceptance of it shall be postponed till the next Day, when the three Directors shall meet in the Exchange Office to consult whether such Insurance shall be accepted or not, and if accepted, it shall be signed in the Book not only by the Party desiring the Insurance, but by all the three Directors, and then in order to its final Expedition the Book-keeper shall proceed as above-mentioned.

XXII. ALL Premiums both for outward and homeward bound Ships and Goods shall be paid down and discharged before the Delivery of the Policy, in such Money as is specified in the Insurance, or in *natura*, or with *agio*, according to the Course of Exchange. And of such Premiums actually received, there shall every half Year be made a Dividend payable among the Sharers, according to *Art. xviii.* N^{o.} 1242.

XXIII. BESIDES this Insurance Premium every Person desiring to be insured shall, before the Delivery of the Policy, pay in the whole a Rixdollar current Money for every Policy, where the Sum insured exceeds two hundred Rixdollars; but where it is under the said Sum of two hundred Rixdollars, no more than half a Rixdollar, as is prescribed in *Art. xviii.* Lastly the Insured shall further pay $\frac{1}{4}$ *per Cent.* on the Sum insured in lieu of the Brokerage and Fee which is paid out of the Kingdom. This one or half Rixdollar, together with the $\frac{1}{4}$ *per Cent.* on the Sum insured, and the Premium, are to be paid to the Book-keeper without any delay, and, as already mentioned, before the Delivery of the Policy: so that no Policy which any one has procured, shall be accounted valid, where the Book-keeper has not certified that the Premium is either paid or answered for. N^{o.} 1243.

XXIV. ANY

N^o. 1244. XXIV. ANY Director of the Tranfaction of Policies desiring to have a Sum insured, a Director of the Security Chest shall underwrite the Policy in his stead.

N^o. 1245. XXV. EVERY Director for the Tranfaction of the Policies shall keep a Memorandum-Book for setting down the Premiums, the Names of the Master and Ship, and other Circumstances, with the Day and Date, together with the Number of the Policy, in order to compare them with the Book-keeper's Ledger.

At the Close of the Year, the Books are to be delivered into the Company's Office, for occasional Inspection.

N^o. 1246. XXVI. THE three Directors of the Security Chest shall have their particular Register, wherein Account shall be taken of the Security given in, or to be given in by every Proprietor, likewise all Alterations happening by Death or Cession: likewise in these Registers shall be entered, by every one who gives in any Security, what he or they have given in: and this Security Chest shall, from the 11th to the 24th of *June*, and from the 11th to the 24th of *December*, be open once a Day from three till five in the Afternoon, when they who would balance Accounts, or desire to change their Securities, must attend; and in Case any one shall have Occasion to require the Security Chest to be opened before or after that Time, he must according to Time and Opportunity apply for it to the Directors.

N^o. 1247. XXVII. THE three Deputies for enquiring into Losses, Averages and Returns, shall have their particular Entry-Book, wherein shall be entered all Resolutions and Circumstances found out concerning the Accounts and Proofs of Damages, Averages and Returns brought in, and how such have been conducted and concluded: and in keeping such Entries, the Book-keeper shall assist the Deputies.

N^o. 1248. XXVIII. BESIDES these, there shall be a general Register, in which shall be entered all the Proposals, Resolutions, Votes, Ordinances and Regulations, made at the General Meeting of the Proprietors, and these shall be jointly signed by them, and what is thus signed by the Majority, the others shall be obliged to observe and conform to.

XXIX. THESE

XXIX. THESE several Registers shall be numbered, sewed, N^o. 1249. and sealed, and on the first Page of each shall be mentioned the Number of Leaves contained in it, and, shall be sealed with the Company's Seal : and all these several Registers shall be kept in the Company's Office under the Care and Charge of the Book-keeper.

XXX. THE Book-keeper shall likewise keep the following N^o. 1250. Books.

1. A Ledger made of Royal Paper, and titled so as plainly and at once to shew the Transactions of every Hour of the Day, and the Circumstances of the State of the Company at any particular Time; that it may always and immediately be seen for what Sums the Company has underwritten, and the Total of the Risk depending. The Debet-side shall in the same manner be filled, cast up, and carried over to the next Side, which, together with the Credit-side, shall be done with all Expedition and upon the first News of the Ship insured.
2. He shall keep a List or Roll of the Proprietors of the Company in every half Year, with Notes of any who have resigned, and of those who have succeeded in their Places.
3. It being agreed upon and resolved that the Insurance Premiums received shall be divided among the Proprietors, and such Dividend made every half Year, as is appointed in *Art. xviii.* soon after the Expiration of every half Year, or when the said Dividend is to be made, the Book-keeper shall make out an Extract or Account, from the Ledger, of the Premiums received before the Close of the half Year, with References to the Ledger N. N. and Leaf : which Extract the Directors for transacting the Policies are to certify that it is exact and agrees with their Cheque Memorandum-Book : afterwards the Book-keeper shall from those Extracts draw up a Computation of what is coming to every Proprietor from the half Year's Premiums received, according to what has been practised at the like Term. In like manner, upon any Loss, Average and Return, a Division is to be made out of what every Proprietor is to pay towards them ; and both these kinds of Divisions shall be plainly and regularly, and at the Time of the Performance of them, be posted in the usual Dividend Book.

4. He

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4. He shall keep a Book, in the Debet-side of which shall be particularly entered what is from Time to Time received for Policies and for the $\frac{1}{4}$ *per Cent.* mentioned in *Art.* xviii. and xxiii. as it appears in the Ledger; and on the Credit-side shall be specified what by Order of the Directors, has been issued for transacting the Policies, for Salaries and Charges: and without such Order, the Book-keeper is not to issue any Money, nor set it down in the Issues.
5. A Copy Book shall be kept, in which all other Matters worthy of Notice which pass in the Office shall be entered, signed, and copied.

N^o. 1251.

XXXI. UPON Advice being brought to the Directors for transacting the Policies, or to the Company's Office, of the Loss of a Ship or Goods insured by the Company, or of Average, or of any considerable Return, every Proprietor may under this Hand declare whether the Loss or Average be well grounded, or whether there be any Fraud or Mismanagement in it; afterwards the Accounts and Proofs brought in shall be laid before the three Deputies for adjusting the Losses, in order for necessary Examination, and final Computation; and upon the Information of the Nature of the Affair, together with their final Judgment, how much may and is to be paid, being laid before the Directors for transacting the Policies, they shall make the necessary Preparations for the Reimbursement of what the Deputies for examining the Losses have upon computation judged reasonable to be paid. Any one, having a legal Objection, and which he can make good, against the Payment of the Loss, the Average, or the Return, is without delay to open himself to the three Deputies, upon which a final Resolution shall be immediately taken, whether the Loss or Average which has happened, or the desired Return, shall actually be paid or not. But as the Credit of the Company is to be duly maintained by the immediate Payment of what is to be paid, and no Objection is to be raised without sufficient Cause; no Person shall without due Warrant go about to delay the Payment, or without sufficient Proof intend any Retardment or Evasion, but each Side shall endeavour amicably to settle all Losses and Averages betwixt the Deputies of the Company and the Insured: and not without the highest Occasion, either when unfair Proceedings can

can be proved, and unreasonable Demands are made, proceed to Extremities, and bring the Affair with the Insured to be decided by the Tribunal appointed in the Grant.

XXXII. WHATEVER Losses, Averages, and Returns of Premiums can be settled and liquidated before the Close of every half Year's Account, or before the Repartition of Premiums is made, shall, in order to avoid all Prolixity, be balanced with the half yearly Premiums, and the Repartition shall only be for the Balance; either to receive or to pay: which for so much will save every one the Trouble of receiving and paying back again. N^o. 1252.

Note, When a Division of the half-yearly Premiums is made, it should only be of such as are actually run off, or gain'd. For those which are not run off ought to remain, or be carried to a new Account. The usual way with confederate Insurers when they write off Profit upon Insurance-Account, is, to leave, besides the Premiums not run off, a Sum at Guess, sufficient to answer what Demands remain unsettled.

XXXIII. IN regard of the Different Rates of Insurance according to the Difference of the four Seasons of the Year and of the Seas, the Committee for signing the Policies are to govern themselves as far as possible by the Ordinances made for Insurance Premiums, until Alterations of Time and Conjunctions shall occasion a new Ordinance to be made; however, they are permitted, in adjusting the Premiums to the Alteration of Seasons and Voyages, if they find it for the Company's Advantage, to state them according to the current Price of foreign Cities. As to any large Sum, of which the Company's Capital of three hundred thousand Rixdollars may at once run the Risk, as likewise when a large Sum may be signed for on the Hazard of a single Ship, to and from different Places, the Rule in these Cases must be as before, *viz.* as to the general Risk of the Capital, the Company may carry it to ninety-thousand Rixdollars, and on every outward and homeward bound *East-India* Ship may be insured from 40 to 50,000 Rixdollars; likewise on every outward and homeward bound *China* Ship, from 50 to 60,000 Rixdollars; on every outward bound *West-India* or *Guiney* Ship, 25 to 30,000 Rixdollars; and on any other private Ship, outward or homeward bound, from 20 to 25,000 Rixdollars, or a like Sum on a *West-India* or *Guiney* Ship: N^o. 1253.

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Ship : lastly, in respect of Insurances which may be desired to *Portugal* or *Spain*, or the *Mediterranean* Sea, here is to be observed and followed what was jointly proposed on this Head, by the Deputies and Directors, to the General Court of the 18 *January* 1736, in a Memorial drawn up for that purpose, and which was unanimously resolved by the Proprietors.

N^o. 1254. XXXIV. THE Bonds which according to *Art. III.* the Proprietors are to give to the Company, may be drawn in the following Form,

WHEREAS I, whose Name is hereunto subscribed, have signed for _____ Rixdollars Share in the Insurance Company established by Royal Charter at *Copenhagen*, and by *Art. III.* of the Agreement made betwixt the Proprietors of the said Company am bound to give the Company sufficient Security for such a Capital :

I hereby pledge _____ to the Company ; which shall remain as a fixed and irrevocable Pledge and Security to the said Company and its respective Proprietors ; so that, upon my failing to pay my Quota to Returns, Averages, or total Losses, at farthest within two Months after Notice given me of the Contribution to be made for such Liquidation ; and, after being shewn the Division of the Quota of every Proprietor drawn up for that end, do not without delay pay down my Share, the Company, or whosoever it appoints, shall be empowered, without any Process or juridical Procedures, out of the _____ pledged by me (according to Circumstances) by public Auction, Loan, or Pledge, or any other Manner in which it can best be done, cause to be paid whatsoever is requisite to my Quota of the Payment, without my having the least Cause of Action against the Company or its Directors, whatever Losses I may sustain by such a hasty Sale or further Pledging : on the contrary I bind myself and my Heirs to indemnify the Company for the Charges which may be incurred by such a Process, which I myself occasioned ; and no Privilege, Benefit, or Favour, either general or special, by whatever Name it may be called, shall or may exempt me from such Indemnification.

Given at *Copenhagen* the

XXXV. For

XXXV. FOR verifying the Policies, the Company shall henceforth use the Seal already prepared for that purpose, and hitherto used, with this Inscription above, *Copenhagen Insurance Company*, and underneath, *Certainty for Uncertainty*. N^o. 1255.

XXXVI. EVERY Proprietor having a Vote shall, Post-days excepted, at any Time, and as often as he will, be allowed Access to the Company's Office, and its Court-house, to inspect the Books which are there kept, and to procure from the Book-keeper such Information as he desires. N^o. 1256.

XXXVII. No Proprietor in the Company may sign particular Insurances, except for a Ship, on which the Company has already insured such a Part as it will run the Hazard of. N^o. 1257.

XXXVIII. FOR preventing, as much as possible, all Disputes on Averages and total Losses, for the Information of all who shall be insured by this Company, there shall be printed and published the Form of the Policies; what is to be included and discharged in Average, Return, and total Losses. N^o. 1258.

The Form of the Policy shall be as follows.

THE joint Proprietors of the Company insure to you either in Part or the Whole, to Friend or Enemy, the Sum of on Goods, Wares, and Merchandizes of any Kind whatever, perishable or not perishable, without Exception, which are already laden or shall be laden in the Ship, which God preserve, called of which is Captain or Master, or whoever shall go as Captain or Master in his Room; which Goods, consisting of or whatever the Nature of them may be, are with our Consent and Approbation valued and set down at the Sum of , the Insurance Premium included; truly and faithfully consenting and insuring, on the Account of the abovementioned Insurance Company, to pay the aforesaid insured Sum without any Delay, Objection, or Plea of our Privilege, only upon his producing this Policy; and this within two Months after due Proof shall be made to us upon Oath of the Reality (which God forbid) of the Damage and Loss, S s 2 for

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for which Ninety-eight *per Cent.* shall be paid, a Deduction being made of Two *per Cent.* But in Case the Goods be stranded and any Part thereof be saved, what is thus saved shall be for the Benefit of the said Insurance Company, and be deducted from the Sum to be paid to the Insured. Therefore we hereby take upon the Charge and Account of the Company all Dangers and unfortunate Accidents which may befall the said Ship,

and run all Hazards of it from the Day and Hour when the said Merchandizes shall be brought by you or your Agent to the landing Place or Sea Coast, to be put on board the Ship, or are carried from thence in Boats, Wherries, Barges, Prahms, Barks, or Lighters, to the said Ship and put on board, till the Ship arrives at the abovementioned Place, and the said Goods and Merchandizes are there safely delivered, and without any Loss or Damages brought to you the Insured or your Agents: yet shall the Risk last no longer than fifteen Days after the Time the Ship shall be arrived at the appointed Place. The aforementioned Ship may also sail backwards and forwards to the right and left, and tack and turn on every Side, and in Case of Necessity, or voluntarily, put into such Roads or Harbours as the Captain or Master shall find necessary and convenient for prosecuting his Voyage; and in Case the aforesaid Goods be necessarily removed from the Ship, and, instead of it, reladen on board another Ship either smaller or larger (which the Insured may of themselves do without our Consent or Permission) the Company shall run the same Risk and Hazard as if the same Goods had never been unladen: and the said Hazard is to include all Dangers of the Sea, Storms, and bad Weather, Fire, and Arrests by Friends, or Enemies, Detention by Kings and Queens, Princes, Lords, and Republicks, Letters of Mark and Counter-Mark, Barratry and Negligence of the Master and Ship's Company, and all other Perils and Accidents, apprehended or not apprehended, usual or unusual, none excepted, which in any wise may befall the said Ship without the Blame and Connivance of the Insured; we, in all such Cases, placing ourselves and the Proprietors in your stead to insure you for all Losses and Damages, and to pay to you, or your Agents or Assigns, all Damages which you shall have suffered in the Manner abovementioned, and this within two Months after the Misfortune or Damage shall be duly proved to us. We likewise give you and all others, Power in such Cases

to

to be assisting in saving the aforementioned Goods, according to the Laws and Ordinances of the Company; in Case of Necessity likewise to sell them, and, without waiting for our previous Consent or Permission, distribute the Produce: further, we will pay all the Charges incurred thereby, together with Losses sustained, whether any Thing remains of what was saved or not: the Account of the Charges to be allowed upon the Oath of the Person who drew it up: all under Stipulation that for the said Insurance there shall be paid to the Company,

per Cent. free of Average and Charges arising from Demurrage; likewise from Losses and Damages under three *per Cent.* and on Wool, Hemp, Flax, Stock-fish, and Sugar, under Ten *per Cent.* And these Premises the Company and their Proprietors jointly bind themselves truly and faithfully to perform according to the Regulation set forth in the Insurance Company's Ordinance; to this end foregoing all Objections and Evasions contrary hereto, especially all Indulgences, Privileges, Letters of Respite and Protections, or any thing else whereby such Payment might be retarded.

Given at *Copenhagen* the

In Witness whereof the Directors have, in behalf of the Proprietors, hereunto set their Names and the Company's Seal.

THE joint Proprietors of the *Copenhagen* Insurance-Company N°. 1260.
 ny insure you, or whom else it may in part, or wholly, concern, Friend, or Enemy, the Sum of
 on the Hull or Bottom of the Ship called which
 God preserve! together with its Ordnance, Munition, Furniture, and all its Appurtenances belonging to
 of which or whoever else goes in his
 Room, is Captain or Master; which Ship
 is with our Consent and Approbation valued and set down at
 the Sum the Insurance Premium
 being included. Agreeing and Insuring in Behalf of the afore-
 said Insurance Company faithfully and truly to pay the above-
 mentioned Sum insured, without any Delay, Objection or Re-
 course to Privilege, to
 on only producing this Policy within two Months after the
 Reality

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Reality of the said Damage and Loss (which God in his Mercy forbid) a Deduction of two *per Cent.* being made in total Losses, so that ninety-eight *per Cent.* shall be paid for them; but if the said Ship shall be stranded and any Thing saved, what is thus saved shall be for the Benefit of the Insurance Company, and be deducted from the Sum which in such Cases shall be paid to the Insured: we therefore hereby take upon the Charge and Account of the Company all Dangers and hurtful Accidents of the said Ship, and run the Risk of them from the Day, and Hour, of the Departure of the said Ship, 'till its

Arrival and Clearance at the abovementioned Place of Discharge; yet here the Risk shall continue at longest only fifteen Days after the Time that the Ship arrives at the appointed Place. The said Ship may likewise sail forward or backward, to the Right or Left, tack and turn on all Sides, and in Case of Necessity, or voluntarily, put into such Roads and Harbours as the Captain or Master may find necessary and convenient for prosecuting the Voyage. And the abovementioned Hazard is to continue in all Dangers by Sea, Storm, and bad Weather, Fire, and Wind, Arrests by Friends and Enemies, Detention by Kings, and Queens, Princes, Lords and Republics, Letters of Mark and Counter-mark, Negligence of the Master and Ship's Company, Barratry of the said Ship's Company only, but not of the Master; and all other Dangers, Perils, or Accidents, apprehended or not apprehended, usual or unusual, none excepted, which may in any wise befall the said Ship, without the Blame and Connivance of the Insured or the Collusion of the Master; and in all such Cases we place ourselves and the Proprietors in your stead, to insure you in all such Damages and Losses, and to pay to you or your Agents, or Assigns, all Damages which you may have suffered in the abovementioned Manner, within two Months after the Misfortune or Damage shall be duly proved to us: and in such Cases we empower you the Insured and all others to be assisting, according to the Laws and Customs of the Country, in saving of the said Ship, and its Appurtenances, and if necessary to sell them, and to distribute the Produce where due, without staying for our Consent thereto: we likewise pay the Charges incurred thereby together with the Damages suffered, whether any Thing of what was saved remains or not; likewise the Account

count of Charges shall be allowed on the Oath of the Person who made it out, provided that there be paid to the Company

per Cent.

free from Average and Charges arising from Demurrage, and from Averages and Damages under Three *per Cent.* The Company and its Proprietors bind themselves truly and faithfully to perform all the Premises pursuant to the Regulations of the Ordinance for the Company of Insurance, and that the Master in all Places, where Pilotage is held to be necessary, shall be careful to provide himself with Pilots, and in this and every other Case attend to the Preservation of the Ship and Goods, no less than for himself. To this End we forego all Objections and Evasions contrary thereto, and especially all Indulgences, Benefits, Letters of Respite, and Protection, and every Thing else which may retard the same Payment. Given at *Copenhagen* the

in Witness

whereof the Managers have in behalf of the Proprietors hereunto set their Names and the Company's Seal.

Articles and Compacts which in Insurances are especially to be observed betwixt the Insurance-Company and the Insured.

THE who is for insuring Ship or Goods, either the whole N^o. 12614
Ship, or the whole Cargo, or any Part of the Ship, or any Part of the Cargo, or any Parcel of Goods, small or large, on any Ship, is obliged truly and plainly to declare and make known what Advice has been received of the Ship, whether good, or bad, directly or indirectly, by Letter or verbal Information, and lastly where the Ship lies, and where the Goods are to be shipped, whether the Ship be ready for sailing, or whether the Ship with the Goods are already sailed, the Name of the Ship and Master, whether it be a Ship, Frigate, Pink, Galliot, Ketch, Smack, Hooker, Bark, or Yacht, of whatever Kind it be, and in what Package, and Vessels, the Goods are, but only *Grosso Modo* for Information at the Salvage; from and to what Place the Insurance is actually to be made, whether it be also desired to put into any Place or Harbour by the Way, and in, Case it be necessary, to enquire, how the Ship is provided and manned, and whether it is to sail with or without Convoy. Likewise any one.

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one insuring a Ship's Hull or Part of it, shall be obliged to declare and make known, whether it be a Fir, or an Oak Ship, a larger Premium being to be paid for one of Fir, than one of Oak; so that if on the Loss of an insured Ship it shall be found to have been of Fir, and this had not been declared by the Insured when the Insurance was desired, he shall be entitled to only half the Sum insured; but if at desiring the Insurance Notice was given that the Ship was of Fir, then, in Case of its being lost, the whole Sum insured is to be paid.

Nº. 1262. II. ANY Persons desiring to insure such a Ship or Part of a Ship, may put in the Policy a just Valuation or Taxation on the whole Ship, or Part of the Ship, according to its real Value, together with its Cables and Cordage, Anchors, Boats, Sails, and other Ship's Furniture; among which however are not to be included the Expence of Powder, Balls, Provisions, Wages, &c. as these are not to be insured. In like Manner they may put a certain Valuation or Taxation for the whole Lading, or, as is beforementioned, a Part thereof, or any Parcel of Goods, great or small which is insured, according to the Market-price, or according to the Purchase, together with all Charges till shipped, as also Duty, Fees, Package and others, either with or without the Insurance Premium. Thus the Value of any such Ship, or Part of a Ship, together with the Charges of Lading the Goods and other Expenditures, the Premium likewise included, may be insured.

Nº. 1263. III. No Insurances are to be allowed on uncertain and precarious Things; or imaginary and such Kind of Profit, or on the Mens Lives, except for ransoming from *Turks* and Pirates.

Only on Returns from the *East-Indies* double the Value of what was sent to purchase them, or the Amount of the said Returns, may be insured.

But on other Returns out of *Europe*, Fifty *per Cent.* more than is purchased, or is sent out for the Purchase. Of all Returns from *Iceland*, each Kind in particular (as hath hitherto been usual) shall be valued in the Policy (*a*); and if it afterwards appears by the Bills of Lading, and is certified upon Oath, that the Goods shipped do not amount to the Sum insured, the Deficiency shall be returned; and in Averages and Damages no more shall be paid, than what by the Bills of Lading appears
actually

actually to have been in the Ship, and the Insurers shall contribute for no more than the Sums insured. But from and to all other Places in *Europe*, no more shall be insured than was actually purchased, together with the Charges and Insurance Premium.

(a) The Meaning must be, To admit a Valuation in the Policy for how much each kind of Goods shall be rated in Tale; that is to say, at so much a Quintal of Fish, or Tun of Oil.

See Remark *Essay*, § 25. page 28.

IV. ANY one being commissioned from other Places to provide an Insurance here, shall produce his original Order, and it shall be mentioned in the Insurance for whom, and at whose Desire, he has taken up the Insurance. N^o. 1264.

V. ALL Insurances executed after the Time when a Ship or Goods were lost, shall be accounted unreasonable, void, and not intitled to any Compensations from the Insurers, but shall be deemed fraudulent, in case it be proved upon the Insured, or he cannot upon Oath declare that it was unknown to him, and that he had not received nor heard any ill News of the Loss, at the Time of Executing the Insurance, either by Letter, or any other kind of Information, directly or indirectly. N^o. 1265.

VI. ON Ships returning from *China*, the *East* and *West Indies*, *Guiney*, likewise from *Ireland*, *Portugal*, and *Spain*, Insurances shall be made only for the usual Times, although the Ship may have been on its Return from those Places a long Time before: but Insurances may also be made on Voyages to and from other distant Places, the last good or ill News being truly made known, and the following Words being expressly set down in the Policy, *on all good or bad News*, without which Clause no Damages happening before the Date of the Policy shall be made good. N^o. 1266.

VII. IN case such Ships expected from different Parts of the World, or from distant Places, were either lost on their Voyage thither, or from some Cause or other are disabled from accomplishing their outward-bound Voyage; or that the Returns on what the Insurance was made, and for the Purchase of which the Moneys were actually sent out, were not shipped; upon such a Representation

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tation with credible Proofs confirmed by Oath, the Premium shall be returned, deducting half *per Cent.* of the Sum insured, which the Insurance Company reserves. When Eight *per Cent.* was received, it returns seven and a half; but in Respect of other Cases of Return, in which it may be required that the Whole, or Part of the Premium received, at the Instance of the Insured, be returned, on retaining a half, or one, or more *per Cent.* these must be referred to the Consideration and Determination of the Deputies and Directors, how far such a Return may, from Circumstances, be complied with, or not.

Nº. 1268. VIII. A Ship insured may put into all Harbours, when Necessity forces it to seek Refuge, may sail forward and back, to the Right, and Left, in a direct Line or by Circuits, whilst by such sailing the Prosecution of the Voyage is intended; but without Necessity and sufficient Cause no Master shall put into any other Harbour or Place of Discharge, than what is specified in the Policy; nor for his own or the Insured's Interest depart from the right Way, or Course, on Penalty of forfeiting the Insurance.

Nº. 1269. IX. In case no News from any Place of a Ship insured, on a Voyage *within Europe*, arrives within a Year and a Day after its Departure from the Harbour from which it was insured, such Ship and Goods shall be accounted damaged and lost, so that after the Expiration of that Term such Information may be given in, and the Damage demanded in three Months afterwards. But *out of Europe*, a Delay of two Years is allowed.

Nº. 1270. X. AN insured Ship proving unserviceable, or being together with the Goods plundered, taken, and detained by the Enemy, without any Hopes of being able to recover them, the Insured may abandon such Ship and Goods to the Insurers; upon which, in Case Dangers from Christians have been signed for, the Insurance shall be paid within three Months.

Nº. 1271. XI. AN insured Ship being detained by Powers or States for a Transport, &c. or by any other Cause hindered or rendered incapable of prosecuting its intended Voyage; whether there may be any or no Hopes of its Release, timely Notice shall be explicitly given to the Insurers; and the Insured shall, the
sooner

sooner the better, take Care to dispose of the perishable Goods, and preserve the others, and the more valuable, as the Insured cannot relinquish them under six Months, *if in Europe*; and if *out of Europe* not under a Twelvemonth.

See Remark, *Essay*, § 57. page 68.

XII. UPON any unfortunate Accident happening, the Insured shall immediately acquaint the Insurers of it, together with the Information where and at what Place the Misfortune of Stranding has happened, and all other Particulars relating thereto sent by the Correspondent or the Master; which Informations are to be delivered in their Originals. The Master, his Men, and others being also obliged to save all that is possible; and in such unfortunate Occurrences, without waiting any further Directions from the Owners of the Ship and Goods, or the Insurers, to govern themselves by the known Laws and Ordinances. The Insurers being thus informed of what was saved, the Insured may employ a Person either to keep what is saved, or immediately to convey it to a Place where it can be sold, or, according to the Situation of the Place, and the Nature of the Goods, to sell it in the best Manner by public Auction: and the Insured shall always be obliged in the Salvage and the Sale of what is saved to use such Discretion and Diligence as if it were for themselves, and always, where the Insurers cannot be consulted, proceed as is abovementioned, and as the Laws and Ordinances direct. N°. 1272.

XIII. IF the Master or Ship's Company be saved, they shall upon Oath give a circumstantial Narrative how the Misfortune happened, at what Time they put to Sea, on what Day and Date they stranded, and whatever else is worth Notice, relating to Wind and Weather, Stranding and Saving, according to the Original Journal, which is to be produced: but in Case both the Master and Ship's Company are lost, other proper credible Proofs certified upon Oath are to be procured from the Place where the Misfortune happened. N°. 1273.

THESE Depositions and Informations thus sworn to having been examined and found just, and the equitable Computation of the saved Ship, the Wreck and Goods, and the Charges incurred on the behalf of them, being delivered in, (which Accounts

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counts shall all be in the Original,) and duly witnessed, or accompanied with Proofs, and it thus appearing that every Thing relating to the lost Ship and Goods was transacted fairly, without any Fraud or Barratry, the Surplus over and above what is saved, in Case it exceeds *Three per Cent.* shall without any further Abatement be paid to the Persons producing the Policies and Vouchers.

In like Manner a total Loss, where nothing has been saved, shall be paid to the Person producing the Policy or Voucher within two Months after such Proofs were delivered in, at the Rate of *Ninety-eight per Cent.* a Deduction of *Two per Cent.* being, by established Custom, allowed in such Cases.

Articles to be observed and complied with in Average Accounts, betwixt the Company and the Insured.

I.

N^o. 1275. **T**O great Average belong,

1. Goods thrown overboard for preserving Lives, Ship, and Cargo.
2. Masts, Cables, Anchors, Cordage, Shrouds or Apparel, cut in a Storm, or other Time of Distress, for saving the Ship, Lives, and Cargo.
3. Repairing the Holes which upon shipping of Seas are cut in the Ship to convey the Water to the Pumps; a Boat cut from the Ring Bolts to which it was lashed upon Deck, and thrown overboard.
5. For floating and freeing a Ship which was run on Ground, for saving Lives and Goods, likewise for repairing it, in Case it be broken, and the Parts actually separated from each other, the Caulking also included if the Damage be under Water.

Note, As is mentioned in our *Essay* 57. Page 67, the Damage which a Ship receives running on Ground, if it is accidental, both what it has suffered under and above Water, ought to be at its own Charge; but the Meaning here seems to be, If a leaky or sinking Ship voluntarily and deliberately run a Shore to save the Lives and Goods, that such Damages received under Water shall come into Gross Average, which is a reasonable and nice Distinction.

6. Goods

6. Goods damaged when other Goods are thrown overboard, or, according to *Art. 111.* Holes are cut; likewise the Goods spoilt by being thrown overboard.
7. The Charges of the Illness and Funerals of the Men who have been hurt in this hasty clearing of the Ship, or have been wounded or maimed in Action against *Turks*, Pirates, or other Enemies by whom they have been attacked.
8. Ransom for Ship and Goods paid to *Turks*, Pirates, and others.
9. Goods lost, which in a previous Consultation of the Master and the Ship's Company, instead of being ejected, were carried out of the Ship, when the Ship was in evident Danger, and it was thought convenient for preserving Ship, Life, and Goods.
10. Masts with the Sails and Apparel on them, being brought by the board in a Storm, and hanging to the Ship, so as to damage it, in Case they had not been cut away.
11. Freight of ejected Goods according to the Proportion of the Voyage.
12. Goods removed, or Piece Goods, which after been shewn by the Master, are pillaged and carried off: but if the Pirates or Privateers strike the Flag, they shall not be reckoned in great Average.

Note, The Meaning seems to be, that only such Goods as are carried off, the Master consenting to their being taken in order to get rid of him, and to put the Whole in freedom, shall come into gross Average; but not such as by their lying in the way were taken without the Master's Consent, or others taken without his Knowledge, which the Insurers alone who signed upon such Goods shall pay as a particular Loss to them, N^o. 1278.

The foregoing Articles shall be accounted and reputed as great Average, and the Insurers shall be answerable for them when they exceed *Three per Cent.* of the Value and Freight of the Ship, together with the Appraisement or the Amount of the Goods either saved or ejected; except Flax, Hemp, Wool, Sugar, and Stock-fish, for which under *Ten per Cent.* no Average is allowed.

II.

Further, the following Articles may be charged with great Average, and be payable by the Insurers; but this must be by Compact, and when the Insurances are made to include both Sea Damages, and likewise Molestations from Christian Powers.

- N^o. 1276. 1. **A**NCHORS, Cordage, or Cables, cut or slipped when the Convoy or Fleet is under Sail, in order for continuing the Voyage, when the Ship cannot otherwise get under Sail, but the Voyage must suffer a Delay.
2. What is disbursed for Redemption of the Ship and Goods in Case of its being detained, attacked, or taken by the Enemy.
3. Charges for bringing the Ship into Safety when chased by an Enemy, or lying in an unsafe Place, where it cannot stay for Wind or Convoy.
4. Damages occasioned by an Enemy's Shot after Resistance is begun, likewise the Charges of the Illness and Burial of those who were wounded and maimed actually standing to their Arms: all which Articles in the preceding Cases are to be made good by the Insurers, the Sum, as before said, exceeding Three *per Cent*.

III.

The following Articles may be charged to great Average, if, on account of particular Circumstances which may have happened, they have previously been so judged by impartial Arbitrators, viz.

- N^o. 1277. 1. **T**HOUGH the Goods (after Consultation being before held for preserving Ship and Cargo) were thrown overboard and nothing of them saved, and afterwards the Ship together with the Goods remaining perished on the Voyage, or whether any thing of them were saved; the Goods thrown overboard shall be paid for to the Owner, on Average of what is saved of Goods and Cargo, in Consideration that they were thrown overboard for saving of the Ship and Cargo: and this Average shall again be made good by the Insurers, as far as it is insured, in case it exceeds Three *per Cent*.

2. If

2. If the Ship, out of which Goods were thrown in Distress, be lost, and nothing of it is afterwards saved, but some of the Goods thrown overboard happened to be saved, the Owner of these saved Goods is not to contribute any thing towards the Ship or Cargo, as the last lost Goods cannot be said to have contributed any thing to the saving of the Ship and Goods; but what is thus saved of the Goods ejected shall belong only to the Owner upon paying the Salvage and other Charges; but if such were insured, what is saved of them falls to the Insurers who pay the whole Loss, when it exceeds Three *per Cent.*
3. The Redemption from Arrests for Ship and Goods in interdicted Harbours and Rivers may, upon a previous Agreement inserted in the Policy, be also entitled to Average.

IV.

The following Cases of Goods, according to the Ordinances of different Places, may be intitled to particular Average; that is to say, of the Freighters each shall bear the Damage of his own Goods alone.

1. **PIECE**-Goods damaged by shipping Seas in bad Weather, N^o. 1278.
Piece-Goods plundered or carried off after striking the Flag, where the Master gave no Information to carry away any particular Goods. And in these Cases the Master, immediately after coming to an Anchor, shall signify to the Freighter, either that he apprehends the Goods in the Hold to be damaged by the Sea breaking in, or that the Goods in the Hold have been plundered or carried away, or both together; in the mean Time he is to keep his Hatches shut, and not to open any of the Goods that have been damaged or plundered, so that if required he can certify it upon Oath, till the Freighters have jointly declared whether they will stand their own Danger, to whomsoever what has been thus plundered or damaged may belong, or whether they will join an Average; if afterwards, the Damage, upon a just Computation and Division, is found to amount to above Three *per Cent.* upon all the Goods, it must, as far as insured, be made good by the Insurers.

2. A

3. A Ship sailing with its Cargo out of the Haven or Lading Place, and afterwards at other Places receiving into the Hold, or betwixt Decks, fine or other Goods which come to be damaged or ejected, it shall be judged from Circumstances, Charter-Parties, or other Contracts, whether the first Freighter be exempt from making good the Average of the lost shipped Goods, which occasioned the Damage.
4. He who has freighted a Ship wholly to himself is not bound for any Average of other Goods, unless the Master was allowed to take in foreign Goods; and then the Circumstances shall be examined, before it can be brought into the Account of Average.

V.

- N°. 1279. Goods brought from on board in Boats, Prahms, Barks, Barges, Lighters, or other Vessels, to the Place of Discharge specified in the Policy, whither the Ship cannot come up, and lost, this Loss affects all the other Goods and Lading of the Ship.

VI.

- N°. 1280. Goods removed damaged in a Storm, Hallow Sea, or by breaking in of the Seas, or plundered or stolen without any indication of the Master, extends to other removed Goods, and both Parts are to be paid by the Insurers, when exceeding *Three per Cent.*

VII.

- N°. 1281. ANY Part of the Ship's Apparel specified in the Policy, being stolen or pillaged, affects the Ship only, and is after being fully proved, and when above *Three per Cent.* to be paid by the Insurers.

VIII.

VIII.

The following Articles are not chargeable to Average, nor are the Insurers engaged for them, viz.

1. **T**HE Damage which happens or is occasioned to a Ship at Sea, at Anchor, in a Road, or in a Harbour, by any other Ships, or Ship's Anchor, whether it be to the Hull, the Apparel, or the Goods on board, or likewise by the Anchors or Cables running from it, if the Ship comes to drive after having found bottom; in which Case, they who do and receive such Damages shall indemnify each other. But if a Ship, in open Sea, be by Day, or Night, run down and lost, so that it is not known who did it, or the Insured can get no Information of it, this like other Damages shall be paid by the Insurers, who again may seek Redress from them who did the Damage. N^o. 1282.
2. Foreign Prahms, or Vessels lost with Goods bringing from the Ship, to the Place of Discharge mentioned in the Policy, whither the Ship cannot come up, are not intitled to Average.
3. Neither the Goods thus gone from the Ship, if put into and lost in weak Vessels, or other than are customarily used at the Place.
4. Neither the Ships Anchor, Cable or Anchor Rope, if torn, or broke, or Masts, &c. be broken, or Sails flown overboard, together with all other Apparel which is not cut.
5. Likewise Goods or Ships Apparel, by Storm or other Accidents, washed off the Deck, Head, or Stern, or thrown overboard, are not charged to Average.
6. Neither Goods without either Cause or Necessity taken out of the Hold, and thrown overboard.
7. Ejected Goods of which there is no Invoice or Bill of Lading, and which according to a Charter-Party were not to be taken in.
8. Leakages.
9. Goods spoiled in Chests, Casks, Vessels, or any other Sort of Package, and also removed Goods which either spoil of themselves or by a long Demurrage; likewise Goods damaged by being

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thrown down from any Height, or by an untight Ship: and thus the Damage cannot be proved to have happened in violent Storms by breaking in of Seas or Loss of a Ship.

10. Fines for a false Report, or not reporting Ship and Goods.
11. Goods thrown over-board on Account of the Weakness of the Ship, or its being over-laded.
12. Goods in the Boat, or Long-Boat, being thrown or washed over-board.
13. Month-Money, Victualling-Money, Provisions, likewise all kind of Charges arising from Detention of Demurrage.
14. Interest or Compensation for Neglect of Time.
15. Goods by the Merchant or others, upon the Appearance of Danger, carried away out of the Ship and thus lost, this being done of his own Head, and not determined by the Master, Merchants and Ship's Company to be carried out of the Ship, and instead of ejecting it to save the Ship and Goods, he was only for securing those Goods.
16. Ordinary as well as extraordinary Pilotage, unless the latter be occasioned by unexpected Accidents, and in Case of Necessity in a Storm or foul Weather for bringing the Ship into Safety, or when it is on a lee Shore, or for carrying it over Flats, Shallows, Rocks: yet shall every Master be obliged, in all Places which are accounted Pilot-Voyages, to provide himself with Pilots, and in these and all other Cases, to be no less careful for preserving the Ship and Goods, than for himself; and this under the Penalty of forfeiting the Insurance on the Ship's Hull.
17. Admiralty and sailing Orders and other Charges when the Ship sails in Company with a Fleet.
18. Disbursements already issued, or which may be issued at certain Harbours or Rivers for bringing the Ship in, or for carrying of her out, likewise the Customary Beaconage.

IX.

N^o. 1283. THE Average is to be paid as often as it happens, either once or oftener, although the Ship afterwards should be lost in the same Voyage.

X. THE

X.

THE Average is to be answered by the Ship, Freightage, and all the Goods, whether ejected, damaged, or remaining on board, likewise all Silver or Gold either in Specie or in Bullion, except what was carried for the Ship's Use, together with all Goods found on board, Passage, Hire, and Bottomry Moneys excepted. N°. 1284.

XI.

IF the Ship has not failed above half its Voyage, the Goods ejected are to be valued according to the Purchase and the Charges till shipped; but if it has failed about half the Way, according to the Market-price at the Place of Destination, yet with the Deduction of Custom and other Duties. N°. 1285.

XII.

IF the Ship or Goods failed be rated in the Policy of Insurance, the Average is to be computed according to the Rate: but in Case they have not been antecedently rated in the Policy, the Goods or the Cargo shall be reckoned according to the Invoice and the purchase Price, with all Charges till put on board; and the Ship according to the Value in which it was appraised at the Time of passing the Insurance on it, or when it failed from the first Place, which must be sufficiently proved and confirmed upon Oath. N°. 1286.

Note, The Valuation put by a Master or Owner of a Ship in a Policy regards only the Insurers, and not the other Freighters or the Concerned in the Ship, who ought always to make him contribute more or less, according to a just Estimate.

XIII.

In this Manner shall a Computation be made upon Goods and Freight, and how much each one is to pay for his Quota. N°. 1287.

XIV.

- N^o. 1288. THE Master, whether required or not, and by at least three or four of the principal Men of his Ship's Company shall declare upon Oath, that he consulted with them before he cut, ejected, or run a Ground, and that such Measure was judged necessary for saving Life, Ship and Cargo.

XV.

- N^o. 1289. THE Master shall be very careful, that the heaviest Goods, and not the light and valuable, be thrown overboard.
Upon a Charge that valuable Goods have been thrown overboard, before these shall be admitted to Average, it must be proved that they were reported as valuable Goods, that the Freight and Duty for them have been paid, and that they were delivered to the Master as valuable Goods; and in this Case the Master must give in his Answer, and produce Reasons for throwing such Goods overboard.

XVI.

- N^o. 1290. IF a Master sees more Ships in Company in equal Danger with himself, he is not obliged to defer Cutting till they do it; yet before Cutting or Ejecting, the Master shall ask the Merchant; upon his Denial he shall consult with the Ship's Company; and though all of them should be against Cutting, yet the Boat-swain, Pilot, or Mate, approving of it, it shall be performed.

XVII.

- N^o. 1291. THE Master is always obliged not only upon his own Oath to declare the Circumstances of every Article chargeable to Average, but shall further bring manifest Evidence, and Certificates upon Oath, of three or four, or, if required, of his whole Ship's Company.

XVIII.

- N^o. 1292. THE Insured shall give the Insurers timely and proper Notice of whatsoever Averages have happened, and produce the original Letters

Letters and Vouchers; and such Averages if happening in *Europe* shall at farthest be settled and made good within a Year and a half, but out of *Europe* within three Years.

It being our Pleasure that the foregoing Agreement and Instrument be ratified and confirmed in all its Words, Clauses and Articles, as they are herein digested, and inserted, we hereby ratify and confirm the same, forbidding all and every one under pain of our highest Displeasure from raising any Difficulty or Obstacle against what is herein prescribed, or in anywise to derogate from it.

Given at our Palace of *Rosenberg*, the first of *July* in the Year 1746. under our Royal Hand and Seal.

CHRISTIAN R.

(L.S.)

J. L. v. Holstein.

Confirmation of the Agreement and Convention of
the *Copenhagen Insurance Company.*

N^o. 13.

*An Act to regulate Insurance on Ships belonging to
the Subjects of Great Britain, and on Merchandizes
or Effects laden thereon.*

19 GEO. II. Anno 1746.

WHEREAS it hath been found by Experience, that the making Assurances, Interest or no Interest, or without further Proof of Interest than the Policy, hath been productive of many pernicious Practices, whereby great Numbers of Ships, with their Cargoes, have either been fraudulently lost and destroyed, or taken by the Enemy, in Time of War; and such Assurances have encouraged the Exportation of Wool, and the carrying

N^o. 1293.
Preamble.

ing on many other prohibited and clandestine Trades, which by means of such Assurances have been concealed, and the Parties concerned secured from Loss, as well to the Diminution of the publick Revenue, as to the great Detriment of fair Traders; and by introducing a mischievous kind of Gaming or Wagering, under the Pretence of assuring the Risk on Shipping and fair Trade, the Institution and laudable Design of making Assurances hath been perverted; and that which was intended for the Encouragement of Trade and Navigation has in many Instances, become hurtful to, and destructive of the same: for Remedy whereof, be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the first Day of *August* 1746, no Assurance or Assurances shall be made by any Person or Persons, Bodies Corporate or Politick, on any Ship or Ships belonging to his Majesty, or any of his Subjects, or on any Goods, Merchandizes, or Effects, laden or to be laden on board of any such Ship or Ships, Interest or no Interest, or without further Proof of Interest than the Policy, or by way of Gaming or Wagering, or without Benefit of Salvage to the Assurer; and that every such Assurance shall be null and void to all Intents and Purposes.

N^o. 1294.
No Assurance
to be made on
Ships or Ef-
fects, &c.

N^o. 1295. PROVIDED always, and be it further enacted by the Authority aforesaid, that Assurance on private Ships of War, fitted out by any of his Majesty's Subjects solely to cruise against His Majesty's Enemies, may be made by or for the Owners thereof, Interest or no Interest, free of Average, and without Benefit of Salvage to the Assurer; any thing herein contained to the contrary thereof in any wise notwithstanding.

N^o. 1296. PROVIDED also, and be it hereby enacted, that any Merchandizes or Effects from any Ports or Places in *Europe* or *America*, in the Possession of the Crowns of *Spain* or *Portugal*, may be assured in such Way and Manner, as if this Act had not been made.

N^o. 1297. AND be it further enacted by the Authority aforesaid, That Re-assurance shall not be lawful to make Re-assurance, unless the Assurer shall be Insolvent, become a Bankrupt, or die; in either of which

Re-assurance
in what Cases
admitted, &c.

which Cafes fuch Affurer, his Executors, Adminiftrators, or Affigns, may make Re-affurance, to the Amount of the Sum before by him affured, provided it fhall be expreffed in the Policy to be a Re-affurance.

AND be it further enacted by the Authority aforefaid, that N^o. 1298. from and after the faid firft Day of *Auguft*, all and every Sum The Condi-
tions for
lending Sums
on Bottomree,
upon Ships
bound to or
from the *East-Indies*. or Sums of Money to be lent on Bottomree, or at Respondentia, upon any Ship or Ships belonging to any of his Majesty's Subjects, bound to or from the *East-Indies*, fhall be lent only on the Ship or on the Merchandize or Effects laden, or to be laden on board of fuch Ship, and fhall be fo expreffed in the Condition of the Bond; and the Benefit of Salvage fhall be allowed to the Lender, his Agents or Affigns, who alone fhall have a Right to make Affurance on the Money fo lent; and no Borrower of Money on Bottomree, or at Respondentia, as aforefaid fhall recover more on any Affurance than the Value of his Interest on the Ship, or in the Merchandizes or Effects laden on board fuch Ship, exclusive of the Money fo borrowed; and in cafe it fhall appear that the Value of his Share in the Ship, or in the Merchandizes or Effects laden on board, doth not amount to the full Sum or Sums he hath borrowed as aforefaid, fuch Borrower fhall be refponfable to the Lender for fo much of the Money borrowed, as he hath not laid out on the Ship or Merchandizes laden thereon, with lawful Interest for the fame, together with the Affurance, and all other Charges thereon, in the Proportion the Money not laid out fhall bear to the whole Money lent, notwithstanding the Ship and Merchandizes be totally loft.

AND be it further enacted by the Authority aforefaid, that in N^o. 1299. all Actions or Suits brought or commenced after the faid In all Actions
the Plaintiff to
declare with-
in fifteen Days
what Sums he
hath affured. firft Day of *Auguft*, by the Affured, upon any Policy of Affurance, the Plaintiff in fuch Action or Suit, or his Attorney or Agent, fhall, within fifteen Days after he or they fhall be required fo to do in Writing, by the Defendant, or his Attorney or Agent, declare in Writing what Sum or Sums he hath affured, or caufed to be affured in the Whole, and what Sums he hath borrowed at Respondentia or Bottomree, for the Voyage,

Voyage, or any Part of the Voyage in Question, in such Suit or Action.

N^o. 1300. AND whereas it is unreasonable that any Person or Persons, Body or Bodies Corporate, subscribing, sealing, or otherwise executing any Policy or Policies of Assurance, should be put to any Costs, Charges, or Expences, in any Suit or Action at Law, to be brought on such Policy or Policies, in case such Person or Persons, Body or Bodies Corporate, is or are ready and willing to pay such Damages and Costs, as shall and may be really and *bona fide* due thereon, which at present they are liable to, and often forced unjustly to bear, for that in many Cases upon such Policies no Money can be brought into Court: For Remedy whereof, be it enacted by the Authority aforesaid, that from and after the said first Day of *August*, it shall and may be lawful for any Person or Persons, Body or Bodies Corporate, sued in any Action or Actions of Debt, Covenant, or any other Action or Actions, on any Policy or Policies of Assurance, to bring into Court any Sum or Sums of Money; and if any such Plaintiff or Plaintiffs shall refuse to accept such Sum or Sums of Money, so brought into Court as aforesaid, with Costs to be taxed, in full Discharge of such Action or Actions, and shall afterwards proceed to Trial in such Action or Actions, and the Jury shall not assess Damages to such Plaintiff or Plaintiffs, exceeding the Sum or Sums of Money so brought into Court, such Plaintiff or Plaintiffs, in every such Case and Cases, shall pay to such Defendant or Defendants, in every such Action and Actions, Costs to be taxed; any Law, Custom, or Usage to the contrary notwithstanding.

Persons sued on Policies of Assurance,
to bring the Money into Court; Plaintiff not accepting it, and Jury not assessing greater Damages, to pay Costs.

N^o. 1301. PROVIDED always, and it is hereby declared, that this Act shall not extend to, or be in Force against any Persons residing in any Part or Places in *Europe*, out of his Majesty's Dominions, for whose Account any Assurance or Assurances shall be made before the twenty ninth Day of *September*, in the Year of our Lord One thousand seven hundred and forty six; nor extend to, or be in Force against Persons residing in any Parts or Places in *Turkey*, or in *Asia*, *Africa*, *America*, for whose Account any Assurance or Assurances shall be made before

Limitations of this Act.

fore the twenty fifth Day of *March*, in the Year of our Lord One thousand seven hundred and forty seven ; any thing herein contained to the contrary thereof in any wise notwithstanding.

An Act to restrain the making Insurances on foreign Ships bound to or from the East-Indies.

25 GEO. II. ANNO 1752.

WHEREAS by an Act passed in the ninth Year of the Reign of his late Majesty King *George* the first, intituled, *An Act to prevent his Majesty's Subjects from subscribing, or being concerned in encouraging or promoting any Subscription for an East India Company in the Austrian Netherlands ; and for the better securing the lawful Trade of his Majesty's Subjects to and from the East Indies ;* all his Majesty's Subjects are restrained and prohibited from subscribing, contributing to, encouraging, or promoting the raising, establishing, or carrying on any foreign Company erected for Trading to the *East-Indies*, from and after the twenty fourth Day of *June*, One thousand seven hundred and twenty three, in order the more effectually to secure by the Provisions of the said Act, as well as by several other Laws now in Force, the sole Trade to and from the *East Indies*, and other Places beyond the Cape of *Good Hope*, to the United Company of Merchants of *England* trading to the *East Indies*, that thereby the *British* Nation might enjoy the full Fruits and Advantages of so beneficial a Trade : And whereas insuring the Ships and Vessels of Foreigners trading to the *East Indies*, or the lending Money on Bottomree, or Respondentia, of or upon any such foreign Ships or Vessels, may be a Means of encouraging his Majesty's Subjects to share with Foreigners in the establishing or erecting of New Companies, Societies, or Corporations, for carrying on the said Trade in the Dominions of foreign States or Princes, whose Subjects have never before adventured to carry it on ; be it enacted by the Kings most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of

N^o. 1302.
Preamble re-
citing a Clause
of an Act of
9 Geo. I.

After 1 May, 1752. no Insurances to be made on Money to be lent on Bottomree, or Respondentia Bonds, on foreign Ships or Goods bound to or from the East-Indies,

the same, That from and after the first Day of May, One thousand seven hundred and fifty two, all and every Person or Persons, Bodies Politick, or Corporate, being Subjects of his Majesty in *Great-Britain* or *Ireland*, or elsewhere, and all other Persons whatsoever residing within *Great Britain* or *Ireland*, shall be restrained and prohibited, by Virtue of this Act, from granting, signing, or under-writing any Policy or Policies of Assurance, or lending any Money on *Bottomree*, or *Respondentia*, of or upon any foreign Ship or Ships trading, or sailing, or to trade or sail, to or from the *East Indies*, and other Places beyond the Cape of *Good Hope*, within the Limits of Trade granted to the United Company of Merchants of *England* trading to the *East-Indies*, or to or from any Ports or Places within the said Limits; or of or upon any Goods, Merchandizes, or Effects, laden or to be laden on board any such Ship or Ships, the said Ships or Goods not belonging to any Companies, Societies, or Corporations, which were established or erected, or which had carried on such Trade; or to any Person or Persons who had carried on such Trade, by virtue of any Charter, Licence, or Authority from their respective Sovereigns, on or before the seventh Day of *October* One thousand seven hundred and forty eight; and all Contracts, Bargains, and Agreements, by which any Premium, or Consideration in the Nature of Premium, shall be taken for such Policy or Policies, upon any such Ship or Ships, or upon any Goods, Merchandizes, or Effects, laden or to be laden thereon; and every other Contract, Wager, or Agreement in the Nature of a Wager, concerning the Event of the said Voyage of such foreign Ship or Ships; and all Bonds for any Sum or Sums of Money lent, or agreed to be lent or advanced, by Way of Bottomree or Respondentia, on the same, contrary to the true Intent and Meaning of this Act, shall be void.

on Penalty of Forfeiture of Treble the Sum insured or lent;

And be it further enacted by the Authority aforesaid, that all and every Person and Persons, Bodies Politick or Corporate whatsoever, being the King's Subjects, in *Great Britain* or *Ireland*, or elsewhere, and all other Persons whatsoever, residing within *Great Britain* or *Ireland*, who, from and after the said first Day of May, One thousand seven hundred and fifty two, shall, by themselves or Agents, enter into, or execute, any such

Con-

Contract, Bargain, or Agreement, or lend any Money upon Bottomree or Respondentia Bonds, as aforesaid, contrary to the true Intent and Meaning of this Act, shall forfeit and pay Treble the Sum insured or lent upon Bottomree or Respondentia, as aforesaid; and also all Factors, Brokers, Agents, Office-keepers, Scriveners, or other Persons, who shall prepare, write, or negotiate, any such Contract, Bargain, Agreement, or Bond, as aforesaid, shall forfeit and pay Treble the Sum insured or lent upon Bottomree or Respondentia, as aforesaid; which said Penalties shall and may be recovered by Action of Debt, Bill, Plaint, or Information, in any of his Majesty's Courts of Record at *Westminster*, or in the Court of Session in *Scotland*, or in any of his Majesty's Courts of Record at the Four Courts in *Dublin* respectively; in which Action or Suit no Effoin, Protection, Privilege, or Wager of Law, or more than one Imparlance, shall be allowed; one Moiety of the said Penalties to be to the Use of his Majesty, his Heirs, and Successors, and the other Moiety thereof to the Use of him, her, or them, who shall sue for the same.

One Moiety to go to the King, the other to the Prosecutor.

Provided, that this Act shall not extend to the prohibiting Insurances on such Ships, Goods, or Interests, as shall belong to the Subjects of such Sovereigns, who before the said seventh Day of *October*, One thousand seven hundred and forty eight, have granted Charters, Licences, or Authorities, to trade within the said Limits, and whose Subjects were, at the said seventh Day of *October*, actual Traders within the said Limits, and by virtue of such Charters, Licences, or Authorities.

Prohibition not to extend to the Ships or Goods of the Subjects of such Sovereigns, who traded there before 7 October 1748.

Provided also, that this Act shall continue in Force for seven Years, and to the End of the then next Session of Parliament, and no longer.

This Act to be in Force for 7 Years.

Votes of the House of Commons.

Heads of an Act for better regulating Insurances.

Jovis, 24 Die Martii, 1747.

MR. *Hume* reported from the Committee, appointed to consider of Heads of a Bill for better regulating of Assurances on Ships and Goods laden thereon, and for preventing Frauds therein;

N^o. 1303.

therein; that the Committee had come to several Resolutions, which they had directed him to report to the House; which he read in his Place, and afterwards delivered in at the Table, where the same were read, and agreed to by the House, and are as followeth, *viz.*

Resolved,

- N^o. 1303. *A.* THAT in all Assurances upon any Goods, or Merchandizes, or Freight, where the Interest of the Assured is by the Policy valued at a Sum certain, or is valued at the Sum assured, or no particular Value is set thereupon, the Assured shall, in Case of Loss or Damage, total or partial, recover only according to the true and real Value of the Goods and Merchandizes assured at the Place where the same were shipped, or the Net Freight which would be due if the Ship had arrived safe, together with the Premium of such Assurance; but this shall not extend to prevent the fixing of a particular Value, in the Assurance, upon the Weight, Measure, or Tale, or upon each Cask, Bale, or usual Parcel or Package of each Sort of Goods or Merchandizes which make up the Interest of the Assured, or such Part thereof as shall be valued, as aforesaid, according to the Weight, Measure, Tale, or Cask, Bale or usual Parcel or Package, by which such Goods or Merchandize are usually purchased or shipped at the Place where the said Goods or Merchandize, so valued, are purchased or shipped; provided that each Sort of Goods or Merchandize, so valued as aforesaid, be specified in the Assurance; and in case of Loss or Damage, total or partial, the Assured shall recover according to the Value fixed in the Assurance for the Goods the Assured has lost, or which have been damaged, in Proportion to the Value set upon the Goods in Manner beforementioned.

Resolved,

- N^o. 1304. *B.* THAT in all Assurances upon any Ship or Vessel, or Share thereof, in which the said Ship, Vessel, or Share thereof, is valued at a Sum certain, or no particular Value is set thereupon, the Assured shall, before the Execution or Underwriting of such Assurance, specify in the Assurance the estimated Burthen of such Ship, and whether the Ship be of *British*, Plantation, or foreign Built, and the Value of such Ship, and upon what Share of the

the Ship such Assurance is made ; and in case of total Loss the Assurer shall, notwithstanding the Value is specified in the Assurance, as aforesaid, be at Liberty to controvert the Value of such Ship ; and in Case it shall appear that the Assured has overvalued the said Ship or Share thereof

Part or more, in such Case the Assured shall recover only the true and real Value of the said Ship or Share ; but in Case the Value specified in the Assurance shall not exceed the true and real Value by

Part or more, then the Assured shall recover according to the Value specified in the Assurance, and in all Actions to be brought upon such Assurances, the Assurer, if he intends to controvert the Value of the Ship or Share specified in the Assurance, shall, together with his Plea to the Declaration, give Notice to the Assured that he intends, at the Trial of the said Action, to controvert the said Value ; but in all Assurances upon any Ship or Share thereof, aforesaid, in which the Burthen and Built of such Ship is not specified in the Assurance, but the said Ship is valued at a Sum certain, or at the Sum assured, or no particular Value is set thereupon, the Assured shall prove what is the true and real Value of such Ship, or Share thereof, and shall recover such Value only, together with the Premium of Assurance in Case of Loss.

Resolved,

THAT in all Assurances, where the Interest assured shall be Wages of the Master or Mariners of any Ship or Ships, the Amount of the Wages of the Assured, either *per* Month, or, for the Voyage, shall, at or before the Execution or Underwriting of such Assurance, be inserted in, or indorsed upon the Policy ; and, in Case of Loss, where the Time of such Loss appears, and the Wages are by Agreement payable *per* Month, the Assured shall recover only a Satisfaction from the Assurer for of such Wages as accrued to him at the Time of the Loss ; but where the Time of the Loss does not appear, in such Case the Assured shall recover Satisfaction for Wages for of the Time that such Voyages are usually performed in ; and where Wages are payable by the Voyage, or the Run, in Case of Loss the Assured shall recover only of such Wages as would have been due to him if the Ship had arrived safe.

N^o. 1305.
C.

Resol-

Resolved,

- N^o. 1305. **THAT** in all Cases of Assurance against the Barratry of the Master and Mariners, the Assured shall not recover upon Account of such Barratry unless it appears that the Master or Mariners run away with the Ship, or Goods, or stole, pilfered, or embezzled the same, or any Part thereof; and the Assured shall, in such Cases, only recover a Satisfaction for the true and just Value of the Ship and Goods, or such Part thereof as was so run away with, stolen, pilfered or embezzled.

Resolved,

- N^o. 1306. **THAT** in all Assurances upon Goods or Merchandizes from any Port or Place in *Europe* there shall be, in or upon the Assurance, a Declaration, subscribed by the Assurer or respective Assurers, for whose Account such Assurance is made, and on all Assurances upon Goods and Merchandizes from any Port or Place in *Asia, Africa* or *America*, there shall be, in or upon the Assurance, a Declaration, subscribed by the Assurer or respective Assurers, for whose Account such Assurance is made, or to whom such Goods and Merchandizes are actually consigned; and that all other Declarations of Interest, not made as aforesaid, shall be and all Assurances, which have not such Declaration as aforesaid, shall be deemed, taken, and adjudged to be made for the account of the Person or Persons in whose Name the Assurance is made.

Resolved,

- N^o. 1306. **THAT** in all Assurances, where the Assured, or the Broker or Agent employed by the Assured to make any Assurance, shall give Information or Intelligence to the Assurer, shall undertake or warrant any Fact or Circumstance relative to the Ship, Merchandize, or Voyage assured, which may materially affect the Terms of the Assurance, such Information, Intelligence, Undertaking, Warranty, shall be inserted in the Assurance before the Underwriting or Execution thereof; and no Evidence shall be admitted to prove that any Information, Intelligence, Undertaking, or Warranty was given or made, except what is inserted in the Assurance, as aforesaid; but this shall not be construed

strued to extend to hinder the Assurer from giving Evidence to prove that the Information, Intelligence, Undertaking or Warranty afore said, was known to be false at the Time of making thereof, or that some material Information or Intelligence, was known to the Assured, and concealed from the Assurer at the Time of making the Assurance; and all Assurances which have no such Information, Intelligence, Undertaking or Warranty inserted in the Assurance, shall be deemed and taken as if no Information, Intelligence, Undertaking or Warranty had ever been given or made.

N^o. 1307.

Resolved,

THAT in all Cases where the Interest of the Assured shall fall short of the Interest specified in the Assurance, the Assured shall be intitled to a Return of Premium in Proportion to the Deficiency of his Interest, allowing *per Cent.* to the Assured; but in all Cases where the Assurance shall be adjudged void, or of no Effect, by reason of any Fraud or Deceit, the Assured shall not recover any Part of the Premium paid for such Assurance.

G.

Resolved,

THAT in all Actions to be brought upon Assurances, in the Name or Names of any Person or Persons residing in Parts beyond the Seas, or not within the Reach of the Process of the Court where such Action shall be brought, such Court, in Term Time, or any Judge of that Court, out of Term, may upon Application or Motion in behalf of the Defendant or Defendants, and making it appear to the Satisfaction of the Court, or Judge, that the Plaintiff or Plaintiffs do reside or are without the Reach of the Process, as afore said, stay all Proceedings in such Action until the Plaintiff or Plaintiffs have given such Security as the Court or Judge shall deem sufficient, to pay Costs to the Defendant, in Case the Plaintiff or Plaintiffs shall discontinue the Action, be Non-suited, or have Judgment against him or them.

H.

Resolved,

THAT all Assurances at Interest or no Interest, or without Benefit of Salvage, shall be

N^o. 1308.

I.

Resolved-

Resolved,

- K. THAT in all Assurances upon any Ship or Vessel, Goods, Merchandizes or other Effects. in Case of Damage or partial Loss, the Assured shall not abandon to the Assurer any Interest which the Assured shall be intitled to, but shall recover against the Assurer only a Satisfaction for what shall be so damaged or partially lost.

Ordered,

- L. THAT Leave be given to bring in a Bill, pursuant to the said Resolutions; and that Mr. *Hume*, Mr. *Hume Campbell*, Mr. *Alderman Baker*, Mr. *Bethell*, and Mr. *Janssen*, do prepare and bring in the same.

But this Act was postponed till the next Session, and has not since been taken in Hand again.

An Act for recovering Bottomry and Insurance Losses from a Bankrupt Insurer's Estate.

19 GEO. II. 1746.

- N^o. 1309. THE Preamble observes, that many Persons within the Description of, and liable to, the Statutes concerning Bankrupts, frequently commit secret Acts of Bankruptcy, unknown to their Creditors, and other Persons with whom they have Dealings; and after committing thereof continue to appear publicly, and carry on Business, by buying, and selling of Goods, drawing, accepting, and negotiating Bills of Exchange, and paying and receiving Money on Account thereof, in the usual way of Trade, and in the same open Manner as if they were solvent, and not become Bankrupt: and as the permitting such secret Acts of Bankruptcy to defeat Payments really made in the Cases and Circumstances abovementioned, where the Persons receiving the same had no Notice of, or were privy to, their having committed any Act of Bankruptcy, will be a Discouragement to Trade, and a Prejudice to Credit in general; it is therefore enacted, That after the 29th of *October*, 1746, no real Creditor of a Bankrupt in respect of Goods sold to, or Bills of Exchange really drawn, negotiated, or accepted by, such Bankrupt in
Course

Course of Dealing, shall be liable to refund, to the Assignees of the Bankrupt's Estate, any Money, which before the suing forth of such Commission was really in the Course of Trade received by him of such Bankrupt, before he had Knowledge or Notice of his becoming a Bankrupt, or being in insolvent Circumstances.

AND as Merchants and other Traders frequently lend Money on Bottomree, or at *Respondentia*, and cause their Vessels with their Cargoes to be insured; and where Commissions of Bankruptcy have issued against the Obligor, or the Assurer, &c. before the Loss of the Ship or Goods hath happened, it hath been made a Question, whether the Obligee, or the Assured, should be let in to prove their Debts, or be admitted to have any Benefit under such Commission, which may be a Discouragement to Trade: for Remedy whereof, it is enacted, that from the said 29th of *October*, the Obligee in any Bottomree or *Respondentia* Bond, and the Assured in any Policy of Insurance, made *bona fide* upon a valuable Consideration, shall be admitted to claim; and, after the Loss, or Contingency, to prove the Debt thereon, in like Manner as if the same had happened before the issuing of the Commission of Bankruptcy; and shall receive a proportionable Dividend, with the other Creditors, of the Bankrupt's Estate; and, after the said 29th of *October*, every Bankrupt shall be discharged from the Debt on such Bond and Policy of Insurance as aforesaid, and shall have the Benefit of all the Statutes against Bankrupts, in like Manner as if such Loss or Contingency had happened, and the Money due thereon had become payable, before the Time of the issuing of such Commission.

Extracts of Acts of Parliament relating to Shipwreck and Salvage.

WHEN a Man, Dog, or Cat, escapes alive out of any Ship that is lost, neither the Ship, nor any Thing therein shall be adjudged Wreck; but the Goods shall be saved and kept a Year and a Day by the Sheriff, to be restored to any Person who can prove a Property in them; and if no Body

N^o. 1310.
Westm. I. Cap.
4. 3 E. I.

VOL. II. Y y appears

appears to Claim in that Time, they shall be forfeited as Wreck.

N^o. 1311. 27 Ed. III. Cap. 13. Goods lost by Tempest, Piracy, &c. and not by Wreck, if they afterwards come to Land, shall be restored to the Owner.

N^o. 1312. 12 Ann. St. 2. Cap. 18. §. I. THE Sheriffs, Justices of Peace of every County, and all Mayors, Bailiffs, and other Head Officers of Corporations, and Port Towns, near the Sea, and all Constables, Headboroughs and Officers of the Customs, shall, upon Application made to them on Behalf of any Commander of a Ship being in Danger of being stranded, command the Constables of the Ports nearest the Coasts, where such Ship shall be in Danger, to summon as many Men, as shall be thought necessary, to the Assistance of such Ship; and if there shall be any Ship belonging to her Majesty or her Subjects, riding near the Place, the Officers of the Customs, and Constables are required to demand of the Superior Officers of such Ship, Assistance by their Boats and such Hands as they can conveniently spare; and in case such Superior Officer of such Ship neglect to give such Assistance, he shall forfeit 100 £. to be recovered by the Superior Officer of the Ship in Distress, with Costs, in any of her Majesty's Courts of Record.

Ditto § II. THE Collectors of the Customs, and the commanding Officer of any Ships, and all others who shall act in the Preserving of any such Ship in Distress, or their Cargoes, shall within thirty Days be paid a reasonable Reward by the Commander or Owners of the Ship in Distress, or by the Merchant whose Ship or Goods shall be saved; and, in Default thereof, the Ship or Goods shall remain in the Custody of such Officer of the Customs, and the Master or other Officer of the Ship, and all others so employed, shall be reasonably gratified, or Security given for that Purpose to the Satisfaction of the Parties; and in case, after such Salvage, the Commander, Mariners, or Owners of such Ship so saved, or Merchant whose Goods shall be saved, shall disagree with the Officer of the Customs touching the Moneys deserved by any of the Persons employed, it shall be lawful for the Commander of the Ship so saved, or the Owner of the Goods, or the Merchant interested, and also for the Officer

ficer of the Customs, to nominate three of the neighbouring Justices of Peace, who shall adjust the *Quantum* of the Gratuities to be paid to the several Persons: and such Adjustments shall be binding to all Parties, and shall be recoverable in an Action at Law in any of her Majesty's Courts of Record. And in case no Person shall appear to make his Claim to the Goods saved, the Chief Officer of the Customs of the nearest Port shall apply to three of the nearest Justices of Peace, who shall put him, or some other responsible Person, in Possession of the Goods, such Justices taking an Account of the Goods to be signed by such Officer of the Customs: and if the Goods shall not be claimed within Twelve Months, publick Sale shall be made thereof (and if perishable Goods, forthwith to be sold) and, after Charges deducted, the Residue of the Moneys, with an Account of the Whole, shall be transmitted to her Majesty's Exchequer for the Benefit of the Owner, who, upon Affidavit or other Proof of his Property, to the Satisfaction of one of the Barons, shall, upon his Order, receive the same.

If any Persons, besides those impowered by the Officer of the Customs and the Constables, shall enter, or endeavour to enter, on board any such Ship in Distress, without the Leave of the Commander or of the Officer of the Customs or Constable; or in case any Person shall molest them in the saving of the Ship or Goods, or shall deface the Marks of any such Goods before the same be taken down in a Book by the Commander and the first Officer of the Customs, such Person shall within twenty Days make double Satisfaction, at the Discretion of the two next Justices of Peace, or, in Default thereof, shall by such Justices be sent to the next House of Correction, where he shall be employed in hard Labour twelve Months: And it shall be lawful for any Commander or superior Officer of the Ship in Distress, or the Officer of the Customs, or Constables on board the Ship to repel by Force any such Persons as shall, without Consent as aforesaid, press on board the said Ship in Distress, and thereby molest them in the Preservation of the Ship.

In case any Goods shall be found on any Person, that were stolen or carried off from any such Ship in Distress, he on whom

N^o. 1312. fuch Goods shall be found shall, upon Demand, deliver the same to the Owner, or to the Person by such Owner authorized to receive the same, or shall be liable to pay treble the Value, to be recovered by such Owner in an Action.

Ditto § V. IF any Person shall make, or be assisting in the making, a Hole in any Ship so in Distress, or steal any Pump, or shall be aiding in the stealing such Pump, or shall wilfully do any thing tending to the immediate Loss of such Ship, such Person shall be guilty of Felony without Benefit of Clergy.

Ditto § VI. IF any Action be prosecuted for any Thing done in Pursuance of this Act, all Persons so sued may plead the general Issue: and this Act shall be a publick Act.

Ditto § VII. IF any Officer of the Customs shall, by Fraud or wilful Neglect, abuse the Trust hereby reposed in him, and shall be convicted thereof, such Officer shall forfeit treble Damages to the Party grieved, &c. and shall be incapable of any Employment relating to the Customs.

Ditto § VIII. THIS Act shall be read four Times in the Year in all Churches and Chapels of every Sea Port Town and upon the Sea Coast, upon the Sundays next before *Michaelmas-Day*, *Christmas-Day*, *Lady-Day*, and *Midsummer-Day*, in the Morning after Prayers, and before Sermon.

Ditto § IX. THIS Act shall not prejudice her Majesty, or any Grantee of the Crown, or any Lord of a Manor, or other Person, in relation to any Right to Wreck, or Goods that are Flotsam, Jetsam, or Lagan.

4 Geo. I. *Made perpetual* 4 GEO. I. Cap. 12. The Act. 12. Ann. Stat. 2. Cap. 18. shall not affect the ancient Jurisdiction of the Admiralty Court of the Cinque Ports, but the Officers of the said Court shall put the said Act in Execution within the Jurisdiction of the Cinque Ports.

An Act for enforcing the Laws against Persons who shall steal or detain shipwrecked Goods; and for the Relief of Persons suffering Losses thereby. No. 1313.

26 GEO. II. Anno 1753.

WHEREAS notwithstanding the good and salutary Laws Preamble.
now in being against plundering and destroying Vessels in Distress, and against taking away shipwrecked, lost, or stranded Goods, many wicked Enormities have been committed, to the Disgrace of the Nation, and to the grievous Damage of Merchants and Mariners of our own and other Countries: For Remedy thereof, be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That if any Person or Persons shall plunder, steal, take away, or destroy any Goods, or Merchandize, or other Effects, from or belonging to any Ship or Vessel of his Majesty's Subjects, or others, which shall be in Distress, or which shall be wrecked, lost, stranded, or cast on Shore, in any Part of his Majesty's Dominions (whether any living Creature be on board such Vessel or not) or any of the Furniture, Tackle, Apparel, Provision, or Part of such Ship or Vessel; or shall beat or wound with intent to kill or destroy, or shall otherwise wilfully obstruct the Escape of any Person endeavouring to save his or her Life from such Ship or Vessel, or the Wreck thereof; or if any Person or Persons shall put out any false Light or Lights, with Intention to bring any Ship or Vessel into Danger, then such Person or Persons so offending shall be deemed guilty of Felony, and being lawfully convicted thereof, shall suffer Death as in Cases of Felony, without Benefit of the Clergy.

Persons convicted of plundering shipwrecked Goods, &c.

or of obstructing the Escape of any Person from a Wreck, or of putting out false Lights to deceive Vessels, to suffer Death without Benefit of Clergy.

PROVIDED always, and be it enacted by the Authority aforesaid, that when Goods or Effects of small Value shall be stranded, lost, or cast on Shore, and shall be stolen without Circumstances of Cruelty, Outrage, or Violence; then and in such Cases, it shall be lawful for any Person or Persons to prosecute for such Offence by way of Indictment for Petit Larceny; and

Where Goods of small Value shall be stolen without any Circumstances of Cruelty, the Offender may be indicted for Petit Larceny.

N. 1313. and the Offenders being thereof lawfully convicted, shall suffer such Punishment as the Laws in Cases of Petit Larceny do enjoin or require.

Justices upon Information given them of any shipwrecked Goods being stolen, or concealed, to issue Search Warrants;

and the Persons in whose Custody the Goods shall be found, not delivering up the same, or giving a satisfactory Account how they came possessed thereof,

to be committed for Six Months, or until Payment of Treble Value of the Goods.

AND be it further enacted by the Authority aforesaid, That it shall be lawful for any One or more of his Majesty's Justices of the Peace, upon Information made before him or them upon Oath (which Oath all Justices are hereby empowered to administer) of any Part of the Cargo or Effects whatsoever belonging to any Ship or Vessel lost or stranded upon or near the Coasts aforesaid, being unlawfully carried or conveyed away, or concealed in any House, Out-house, Barn, or other Place, or of some reasonable Cause of Suspicion thereof, to issue his or their Warrant or Warrants for the searching of such House, Out-house, Barn, or other Place, as in other Cases of stolen Goods: And if the same shall be found in such House, Out house, Barn, or other Place or Places, or upon or in the Custody or Possession of any Person or Persons not legally authorized or intitled to keep and withhold the same; and the Owner or Occupier of such House, Out-house, Barn, or other Place, or the Person or Persons upon whom, or in whose Custody or Possession the same shall be found, shall not immediately upon Demand deliver the same to the lawful Owner or Owners thereof, or to such other Person or Persons as shall be lawfully authorized to demand the same; or shall not give a good Account, to the Satisfaction of the said Justice or Justices, how he, she, or they came by, or became possessed thereof, it shall and may be lawful to and for such Justice or Justices, upon Proof of such Refusal, and he and they is and are hereby required, to commit the said Offender or Offenders to the Common Gaol for the Space of six Months, or until he, she, or they shall have paid to such lawful Owner or Owners, or to the Person or Persons lawfully authorized to receive the same, treble the Value of the Goods or Things so by him, her, or them unlawfully detained.

Goods offered to Sale, suspected to be shipwrecked, and stolen, to be kept,

AND be it further enacted by the Authority aforesaid, That if any Person or Persons shall offer or expose to Sale any Goods or Effects whatsoever belonging to any Ship or Vessel, lost, stranded, or cast on Shore, as aforesaid, and unlawfully taken away,

away, or reasonably suspected so to have been; then, and in every such Case, it shall be lawful for the Person or Persons to whom the same shall be so offered for Sale, or any Officer of the Customs or Excise, or any Constable, Headborough, or Tythingman, or other Peace Officer, to stop, take, and seize the said Goods and Effects; and that he or they shall, with all convenient Speed, carry the same, or give Notice of such Seizure, to some One or more of his Majesty's Justice or Justices of the Peace; and if the Person or Persons who shall have offered the said Goods or Effects to Sale, or some other Person or Persons on his, her, or their Behalf shall not appear before the said Justice, within ten Days next after such Seizure, and make out, to the Satisfaction of the said Justice, the Property of the said Goods or Effects to be in him, her, or them, or in the Person or Persons by whom he, she, or they, was or were employed to sell the same; then the said Goods or Effects shall, by Order of the said Justice, be forthwith delivered over to or for the Use of the rightful Owner or Owners thereof, upon Payment of a reasonable Reward for such Seizure (to be ascertained by the said Justice) to the Person who seized the same; and such Justice shall and may commit the Person or Persons who shall so have offered or exposed the said Goods or Things to Sale as aforesaid, to the Common Gaol for the Space of six Months, or until he, she, or they, shall have paid to such lawful Owner or Owners, or to the Person or Persons lawfully authorized to receive the same, treble the Value of the said Goods or Effects, so by him, her, or them, unlawfully offered to Sale, as aforesaid.

and Notice thereof to be given to a Justice;

and the Person offering the same to Sale, not making out his Property therein,

the Goods to be returned to the Owner,

and the Offender to be committed for 6 Months, or till Payment of treble Value of the Goods.

AND be it further enacted by the Authority aforesaid, That in case any Person or Persons not employed by the Master, Mariners, or Owners, or other Persons lawfully authorized, in the Salvage of any Ship or Vessel, or the Cargo or Provision thereof, shall, in the Absence of Persons so employed or authorized, save any such Ship, Vessel, Goods or Effects, and cause the same to be carried, for the Benefit of the Owners or Proprietors, into Port, or to any near adjoining Custom-house or other Place of safe Custody, immediately giving Notice thereof to some Justice of the Peace, Magistrate, or Custom-house or Excise Officer, or shall discover to any such Magistrate or Officer

Persons who shall save, and carry any Vessel or Goods into Port, &c. for the Benefit of the Owners, and give Notice thereof;

or who shall discover where any such Good

N^o. 1313
are wrongfully
bought,
fold, or con-
cealed, are
intitled to the
Reward;

and the *Quan-*
tum in Case of
Disagreement
is to be adjust-
ed according
to Act of 12
Annæ.

where any such Goods or Effects are wrongfully bought, fold, or concealed; then such Person or Person shall be intitled to a reasonable Reward for such Services, to be paid by the Masters or Owners of such Vessels or Goods, and to be adjusted, in case of Disagreement about the *Quantum*, in like Manner as the Salvage is to be adjusted and paid by virtue of the Statute made in the Twelfth Year of the Reign of Her late Majesty Queen *Anne*, intituled, *An Act for the preserving all such Ships, and Goods thereof, which have happened to be forced on Shore, or stranded upon the Coasts of this Kingdom, or any other of her Majesty's Dominions*, or else in the Manner herein after prescribed, as the Case shall require.

Where any
Vessel or Ef-
fects shall be
stranded, pub-
lick Notice to
be given for a
Meeting of
the Sheriffs,
Justices, and
other Magis-
trates, &c.

who are to
aid in saving
the Vessel
and Goods,
&c.

and to adjust,
and distribute
the *Quantum*
of the Sal-
vage;
and 4s. a Day
is allowed for
their Atten-
dance.

AND be it further enacted by the Authority aforesaid, that for the better ascertaining the Salvage to be paid in pursuance of this present Act and the Act beforementioned, and for the more effectual putting the same Acts in Execution, the Justice of the Peace, Major, Bailiff, Collector of the Customs, or Chief Constable, who shall be nearest to the Place where any Ship, Goods, or Effects shall be stranded or cast away, shall forthwith give publick Notice for a Meeting to be held as soon as possible of the Sheriff or his Deputy, the Justices of the Peace, Majors, or other Chief Magistrates of Towns Corporate, Coroners, and Commissioners of the Land Tax, or any five or more of them, who are hereby required and impowered to give Aid in the Execution of this and the said former Act, and to employ proper Persons for the saving of Ships in Distress, and such Ships, Vessels, and Effects, as shall be stranded or cast away; and also to examine Persons upon Oath touching or concerning the same, or the Salvage thereof, and to adjust the *Quantum* of such Salvage, and distribute the same among the Persons concerned in such Salvage, in Case of Disagreement among the Parties, or the said Persons; and that every such Sheriff, Justice of the Peace, Major, Chief Magistrate, Coroner, Lord of a Manor, Under Sheriff, or Commissioner of the Land Tax, attending and acting at such Meeting, shall be paid four Shillings a Day for his Expences in such Attendance out of the Goods and Effects saved by their Care and Direction.

PROVIDED always, and be it further enacted by the Authority aforesaid, that if the Charges and Rewards for Salvage, directed to be paid by the said Act of the Twelfth Year of the Reign of Her said late Majesty Queen *Anne*, and by this present Act, shall not be fully paid, or sufficient Security given for the same within forty Days next after the said Services performed; then and in such Case it shall be lawful for the Officer of the Customs concerned in such Salvage, to borrow or raise so much Money as shall be sufficient to satisfy and pay such Charges and Rewards, or any Part thereof then remaining unpaid, or not secured as aforesaid, by or upon one or more Bill or Bills of Sale, under his Hand and Seal, of the Ship or Vessel, or Cargo saved, or such Part thereof as shall be sufficient, redeemable nevertheless upon Payment of the principal Sum so borrowed, and Interest for the same after the Rate of four Pounds *per Cent. per Annum*.

N^o. 1313:
If the Charges of Salvage shall not be paid, the Officer of the Customs may raise the same by a Bill of Sale of the Vessel or Cargo;

which may be redeemed, upon Payment of the Principal and Interest,

AND be it further enacted by the Authority aforesaid, that if Oath shall be made before any Magistrate, lawfully impowered to take the same, of any such Plunder or Theft, and the Examination in Writing thereupon taken shall be delivered to the Clerk of the Peace of the County, Riding, or Division wherein such Fact shall be committed, or to his Deputy; or if Oath shall be made before any such Magistrate of the breaking any Ship, contrary to the aforesaid Act made in the Twelfth Year of the Reign of Her said late Majesty Queen *Anne*, and the Examination in Writing thereupon taken shall be delivered to such Clerk of the Peace, or his Deputy; then such Clerk of the Peace shall cause the Offender or Offenders in any of the said Cases to be forthwith prosecuted for the same, either in the County where the Fact shall be committed, or in any County next adjoining; in which adjoining County any Indictment may be laid by any other Prosecutor; and if the Fact be committed in *Wales*, then the Prosecution shall or may be carried on in the next adjoining *English* County; and the necessary Charges of such Prosecutions by the Clerk of the Peace shall be paid by the Treasurer of the County, Riding, or Division, where the Fact shall be committed, to such Amount as the Justices of the Peace in their General or Quarter Sessions

Where Oath shall be made of any such Plunder or Theft,

or of breaking a Ship, contrary to Act 12 *Anno*, and the Examination shall be delivered to the Clerk of the Peace, he is to prosecute the Offender;

and the Charges to be paid by the Treasurer of the County.

N^o. 1313. Clerk of the Peace neglecting to prosecute, forfeits 100l.

shall order and ascertain the same : and if such Clerk of the Peace shall neglect or refuse to carry on such Prosecution in due Manner, he shall forfeit One hundred Pounds for every such Offence, to any Person or Persons who shall sue for the same by Action of Debt, Bill, Complaint, or Information, in any of His Majesty's Courts of Record at *Westminster* ; in which Action no Essoin, Protection, Wager of Law, or more than one Imparlance shall be allowed.

Proper Officers for putting this, and the Act of 12 *Anno*, in Execution.

AND be it further enacted by the Authority aforesaid, that the Commissioners of the Land Tax, the Deputy Sheriff, the Coroner, and the Officers of Excise in each County, Riding, and Division, shall be proper Officers for putting in Execution this present Act, and the said Act made in the Twelfth Year of the Reign of Her late Majesty Queen *Anne*, together with those therein respectively named for that Purpose.

Act 3 *Geo*. I.

AND whereas by an Act made in the Third Year of the Reign of His late Majesty King *George* the First, intituled, *An Act for the better regulating of Pilots for the conducting of Ships and Vessels from Dover, Deal, and the Isle of Thanet, up the Rivers of Thames and Medway*, it is enacted, that the Lord Warden of the Cinque Ports for the Time being shall nominate and appoint, by an Instrument under his Hand and Seal, three or more substantial Persons in each of the Cinque Ports, two ancient Towns and their Members, to adjust and determine, within the Space of twelve Hours, Differences which shall or may arise within the Jurisdiction of the Cinque Ports relating to the Salvage of Anchors and Cables from which Vessels shall or may be forced by Extremity of Weather : now it is hereby enacted, that the Lord Warden of the Cinque Ports for the Time being, and the Lieutenant of *Dover Castle* for the Time being, and the Deputy Warden of the Cinque Ports for the Time being, and the Judge Official, and Commissary of the Court of Admiralty of the Cinque Ports, Two ancient Towns, and the Members thereof for the Time being, and all and every of them, and all and every other Person and Persons appointed or to be appointed by the Lord Warden of the Cinque Ports for the Time being, pursuant to the said Act made in the Third Year of His late Majesty's Reign, shall be the Persons to put in Execution, within

Proper Officers for putting this, and the Act of 12 *Anno*, in Execution, with in the Liberty and Jurisdiction of the Cinque Ports, &c.

within the Liberty and Jurisdiction of the Cinque Ports, Two ancient Towns and their Members, all the Powers and Authorities given and granted in and by this Act, and in and by the beforementioned Act of Parliament, made in the Twelfth Year of Her said late Majesty Queen Anne; and also in and by the said Act made in the Fourth Year of the Reign of His late Majesty King George the First; and also shall or may execute, perform, and do, within the Jurisdictions aforesaid, all the Acts, Matters, and Things contained in this and the beforementioned Statutes, in like and as full and ample Manner, to all Intents and Purposes, as any Justice or Justices of Peace, or any other Person or Persons, are by this and the said Acts appointed or authorized to do in any other Part of the Kingdom.

AND be it further enacted by the Authority aforesaid, that if any Sheriff, or his Deputy, Justice of the Peace, Mayor, or other Magistrate, Coroner, Lord of a Manor, Commissioner of the Land Tax, Chief Constable, or Petty Constable, or other Peace Officer, or any Custom-House or Excise Officer, or other Person lawfully authorized, shall be assaulted, beaten, and wounded, for or on account of the Exercise of his or their Duty, in or concerning the Salvage or Preservation of any Ship or Vessel in Distress, or of any Ship or Vessel, Goods or Effects, stranded, wrecked, or cast on Shore, or lying under Water, in any of His Majesty's Dominions, then any Person or Persons so assaulting, beating, and wounding, shall upon Trial, and Conviction, by Indictment at the Assizes, or General Gaol Delivery, or at the General or Quarter Sessions for the County, Riding, or Division, where such Offence shall be committed, be transported for seven Years to some of His Majesty's Colonies in America, and shall be subject to such subsequent Punishment, in case of Return before that Time, as other Persons under Sentence of Transportation are by the Law subjected unto.

AND be it further enacted by the Authority aforesaid, that it shall be lawful for any one or more of His Majesty's Justices of the Peace, in case of Need, and in the Absence of the High Sheriff, to take sufficient Power of the County, to repress all unjust Violence, and duly to enforce the Execution of this Act.

N^o. 1313. AND to prevent Confusion among Persons assembled to save any Ship, Vessel, Goods, or Effects, as aforesaid, either for want of proper Orders, or by contradictory Orders; be it further enacted, that all Persons so assembled shall conform in the first Place to the Orders of the Master or other Officers or Owners, or other Persons employed by them; and for want of their Presence or Directions, then in the next Place to the Orders of the Persons authorized by this Act, or the aforesaid Act of Queen Anne, in the like Manner, in the following Subordination, as any of the said Persons shall happen to be present; that is to say, in the first Place, to the Orders of any Officer or Officers of the Customs; then of any Officer or Officers of the Excise; then of the Sheriff or his Deputy; then of any Justice or Justices of the Peace; then of the Mayor or Chief Magistrate of any Corporation; then of the Coroner; then of any Commissioners of the Land Tax; then of any Chief Constable; then of any Petty Constable or other Peace Officers: and any Person whatsoever acting knowingly and wilfully contrary to such Orders, shall forfeit any Sum not exceeding five Pounds, to be levied by Warrant of one Justice of the Peace; and in case of Non-payment the Offender shall be committed to the House of Correction for any Time not exceeding three Months.

RIGHTS OF THE CROWN, AND OF LORDS OF MANOR, &c. to any Wreck, or Goods which shall be *flotsam, jetsam, or lagan*, reserved to them. PROVIDED always, and it is hereby enacted, that neither this Act, nor any thing herein contained, shall any way extend to deprive or prejudice His Royal Majesty, His Heirs or Successors, or any claiming under them, or any Patentee or Grantee of the Crown, or any Lord or Lords of any Manor or Manors, or other Person whomsoever, of or in relation to any Right which they or any of them have or may have or lawfully claim to any Wreck or Wrecks, or any Goods which are or shall be *flotsam, jetsam, or lagan*, but that such respective Rights shall be enjoyed in as full, ample, and beneficial a Manner, in every Respect, as if this Act had never been made.

EXAMINATION ON OATH TO BE TAKEN OF THE SHIP'S NAME, her Cargo, and Owners, &c. AND be it further enacted by the Authority aforesaid, that the Officer of the Customs who shall act in the preserving of any Ship or Vessel in Distress, or the Cargo thereof, shall, as soon as conveniently may be, cause or procure all Persons belonging to

to the said Ship or Vessel, and others who can give any Account thereof, or of the Cargo thereof, to be examined upon Oath before some Justice of the Peace, as to the Name or Description of the said Ship or Vessel, and the Names of the Master, Commander, or Chief Officer and Owners thereof, and of the Owners of the said Cargo, and of the Ports or Places from or to which the said Ship or Vessel was bound, and the Occasion of the said Ship's Distress; which Examination the said Justices are hereby required to take down in Writing, and they shall deliver a true Copy thereof, together with a Copy of the said Account of the Goods, to the said Officer of the Customs, who shall forthwith transmit the same to the Secretary of the Admiralty for the Time being, who shall publish, or cause to be published, in the next *London Gazette*, so much thereof as shall or may be necessary for the Information of the Persons interested or concerned therein.

and a Copy thereof to be transmitted to the Secretary of the Admiralty, and to be published in the *London Gazette*.

AND be it further enacted by the Authority aforesaid, that the beforementioned Act of Parliament made in the Twelfth Year of Her said late Majesty Queen *Anne*; and also an Act made in the Fourth Year of the Reign of His late Majesty King *George* the First, for enforcing and making perpetual the beforementioned Act, and for inflicting the Punishment of Death on such as shall wilfully burn or destroy Ships, shall in all Things remain in full Force, save only so far as the same are altered or changed by this present Act.

The Acts of 12 *Annæ*, and 4 *Geo. I.* to be in Force where not altered by this Act.

AND be it further enacted by the Authority aforesaid, that this Act shall take place from the Twenty-ninth Day of *September*, in the Year of our Lord One thousand seven hundred and fifty three.

Commencement of this Act.

PROVIDED, that nothing in this Act contained shall extend, or be construed to extend, to that Part of *Great Britain* called *Scotland*.

This Act not to extend to *Scotland*.

Concerning this Act for enforcing the Laws against Persons who shall steal or detain shipwreck Goods, &c. we find the following important Remark in the *London Magazine* for August 1753.

“ In this Act (says the Author of the Summary of the Proceedings in Parliament) there was a very material Clause left out, which was in the Bill as it was first brought in; for when a Ship is stranded and plundered by the People upon the Coast, the great Difficulty is to discover
“ who

N^o. 1313.

“ who are the Criminals : the poor Seamen being quite Strangers, per-
 “ haps Foreigners, know none of them, and the whole Neighbourhood
 “ being concerned as Accomplices in the Crime, take care to conceal
 “ one another ; therefore in the Bill as first brought in there was,
 “ and still is in the Act, a Clause for obliging the Clerk of the Peace of
 “ the County where the Crime was committed, upon delivering to him
 “ an Information or Examination upon Oath before a proper Magistrate,
 “ that such Crime was committed within his County, to cause the
 “ Offender or Offenders to be forthwith prosecuted for the same at the
 “ Expence of the County ; but as the Informer, in such Case, can very
 “ rarely give the Name of any such Offender, and as the Clerk of the
 “ Peace may easily, and probably will answer, that he cannot discover
 “ any of the Offenders, therefore in the Bill, as it was first brought in,
 “ there was another Clause, by which it was proposed to be enacted,
 “ That in Case any of his Majesty’s Subjects, or others, should be injured
 “ by the Loss or Spoil of his Ship, as aforesaid, to the Value of
 “ or upwards, and no Person in the County where it happened should
 “ be prosecuted and convicted thereupon within after Notice
 “ given thereof to the Clerk of the Peace, or his Deputy, by delivering
 “ the Examination in Writing of the Fact, taken upon Oath as aforesaid,
 “ then it should be lawful for any such Proprietor to sue such County for
 “ the Damage so sustained, by Action at Law against the Clerk of the
 “ Peace of the County where any such Fact should be committed ; pro-
 “ vided that such Action should not be for more than for the
 “ County to answer or pay, with respect to any one Ship, and the Cargo
 “ and Provision thereof ; and that such Action should be brought within
 “ next after the same should accrue ; and that every such
 “ Action should be laid in some County next adjoining to the County
 “ where such Fact should be committed, &c. This Clause would have
 “ rendered the Act effectual, and would probably have put an end to the
 “ inhuman Practice of plundering shipwrecked Merchants and Mariners :
 “ but private Interest often gets the better of publick Utility : the Clause
 “ was left out of the Bill.”

The Rise of the *London* and *Royal-Exchange* Insurance Companies.

N^o. 1314. **M**AY 4, 1720, Mr. *Chancellor of the Exchequer* acquainted the House of Commons, that he had a Message from his Majesty, signed by his Majesty ; and he presented the same to the House, and it was read by Mr. *Speaker*, and is as followeth, *viz.*

‘ His Majesty having received several Petitions from great
 ‘ Numbers of the most eminent Merchants of the City of *Lon-*
 ‘ *don*, humbly praying, that he would be graciously pleased to
 ‘ grant them Letters Patents for erecting Corporations to assure
 ‘ Ships

‘ Ships and Merchandizes; and the said Merchants having N^o. 1314.
 ‘ offered to advance and pay a considerable Sum of Money for
 ‘ his Majesty’s Use, in case they may obtain Letters Patents ac-
 ‘ cordingly: his Majesty being of Opinion, that erecting two
 ‘ such Corporations, exclusive only of all other Corporations
 ‘ and Societies for assuring of Ships and Merchandizes, under
 ‘ proper Restrictions and Regulations, may be of great Advan-
 ‘ tage and Security to the Trade and Commerce of the Kingdom,
 ‘ is willing and desirous to be strengthened by the Advice and
 ‘ Assistance of this House, in Matters of this Nature and Import-
 ‘ tance. He therefore hopes for their ready Concurrence, to
 ‘ secure and confirm the Privileges his Majesty shall grant to
 ‘ such Corporations, and to enable him to discharge the Debts
 ‘ of his civil Government, without burthening his People with
 ‘ any new Aid or Supply.’

PURSUANT to this Message a Bill was brought in to enable his Majesty to grant Letters of Incorporation to the Uses and Purposes mentioned in his Majesty’s most gracious Message; which was intitled, *A Bill for better securing certain Powers and Privileges intended to be granted by his Majesty by two Charters, for Assurance of Ships and Merchandises at Sea, and for lending Money upon Bottomry; and for restraining several extravagant and unwarrantable Practices therein mentioned;* and received the Royal Assent on the 11th of June following.

By this Act (6 Geo. I. c. 18.) his Majesty was impowered to grant two Charters for Assurance of Ships and Merchandize, &c. and to incorporate the Adventurers, in consideration of the Sum of Money by them to be advanced. The Statute runs:

§ I. It shall be lawful for his Majesty, by two Charters, to grant that such Persons, who shall be named therein, and admitted as Members into the said Corporations, shall be each a separate Body politic and corporate, for the Assurance of Ships and Merchandizes at Sea, or going to Sea, or for lending Money upon Bottomry. And the said Corporations shall have Power to chuse their Governors, Directors, and other Officers; and the Governors and Directors shall continue in their Office for three Years; and, in case of Death or Removal, be supplied

A.

N^o. 1314. as shall be prescribed in the Charters; and each of the said Corporations shall be capable by Law to purchase Lands not exceeding 1000 *l. per Ann.*

§ II. III. Not material.

B. § IV. EACH of the two Corporations shall be obliged to cause such Stock of ready Money to be provided, as shall be sufficient to answer all just Demands for Losses, and shall satisfy all such Demands; and, in case of Refusal or Neglect, the Parties assured may bring Action of Debt, &c. in any of his Majesty's Courts of Record at *Westminster*, in which the Plaintiffs may declare, that the same Corporation is indebted to them in the Monies demanded, and have not paid the same according to this Act.

C. § V. To the end that the Sum of 300,000 *l.* may be raised by each of the said Companies, and duly paid into the Exchequer towards the Discharge of the Civil List Debt (in Consideration of the Advantage that will result to the respective Companies from their Charters) and that sufficient Provision of Money may be made for answering just Demands, and that the Corporations may be enabled to lend Money on Bottomry, or to advance Money on Parliamentary Security, each of the said Companies shall be obliged, by Virtue of this Act, and of the respective Charters, to raise such Sum of Money, as his Majesty shall therein direct, not exceeding 1,500,000 *l.* within such Time, and in such Proportions and Manner, as by the said Charters shall be appointed.

D. § VI. The Corporations, in General Courts, may raise such capital Stocks, either by taking Subscriptions of particular Persons, or by Calls of Money from their Members, or by such other Ways, as to such General Courts shall seem expedient; and all Subscribers shall have a Share in the capital Stock, and shall be admitted Members; but no Person shall be entitled to any greater Share in the Stock than the Money which they shall have paid.

E. § VII. The Corporations shall have Power, in their General Courts, to call in from their Members any farther Sums as shall be adjudged necessary; and, in case any Member shall refuse to pay his Share at the Times appointed by Notice in the *Gazette* and upon the *Royal Exchange*, the Corporation may not only stop the Dividends payable to such Member, but also

also stop the Transfers of the Shares of such Defaulter, and charge him with Interest at Eight *per Cent. per Ann.* and, if the Principal and Interest shall be unpaid three Months, the Corporations, or their Courts of Directors, may authorize Persons to sell so much of the Stock of such Defaulter, as will satisfy the same; and the Money so called in shall be deemed capital Stock. Nevertheless, the Corporations in a General Court may cause any Sums called in to be divided amongst the then Members, and the Shares in the Capital shall be proportionably abated.

N^o. 1314.

§ VIII. FOR enabling the Corporations to lend Money on Parliamentary Securities, they shall have Power to borrow Money upon Bonds, under their common Seal, at such Interest, for any Time not less than six Months, as they shall think fit, so as the Principal shall not exceed the Principal Moneys then owing to them on such Parliamentary Securities; and such Bonds shall not be chargeable with Stamp Duties.

F.

§ IX. THE Shares in the capital Stock shall be transferrable and devisable; and their Bonds shall be assignable and recoverable, as his Majesty by the Charters shall prescribe; and the capital Stock shall be adjudged a personal, and not a real, Estate, and shall go to the Executors, and not to the Heir.

G.

§ X. THE Stock shall be exempted from Taxes, and no Governor, Director, or other Officer of the Corporations, shall for that Cause be disabled from being a Member of Parliament, nor in Respect of such Share be liable to be a Bankrupt; and no Stock in the Corporations shall be subject to foreign Attachment by the Custom of *London*, or otherwise.

H.

§ XI. HIS Majesty, by the said Charters, may grant to each of the Corporations Power to make Bye-Laws, and such farther Powers relating to the Assurance of Ships, &c. or lending Money upon Bottomry, as to him shall seem meet.

I.

§ XII. ALL other Corporations, and all Partnerships for Assuring Ships or Merchandises at Sea, or for lending Money upon Bottomry, shall be restrained from underwriting any Policies, or making any Contracts for Assurance of Ships or Merchandizes at Sea, or going to Sea, and from lending Money by

K.

N^o. 1314. in Part of 300,000*l*. and having covenanted to pay 38,750*l*. way of Bottomry; and if any Corporation, or Persons acting in such Partnership (other than one of the two Corporations to be established) shall underwrite any such Policy, or make such Contract for Assurance of Ships, &c. or agree to take any Premium for such Policies, every such Policy shall be void, and every Sum so underwritten shall be forfeited, and may be recovered, one Moiety to the Use of the Crown, the other to the Person who shall sue for the same in any Court of Record at *Westminster*. And if any Corporation, or Persons acting in such Partnership, agree to lend Money by way of Bottomry contrary to this Act, the Security shall be void, and such Agreement shall be adjudged an usurious Contract: nevertheless, *any particular Person shall be at Liberty to underwrite Policies, or may lend Money by way of Bottomry, so as the same be not on the Account or Rique of a Corporation, or of Persons acting in Partnership.*

L. § XIII. If any Person shall forge the Common-Seal of either of the Corporations, or counterfeit or alter any Policy or Obligation under the Common Seal, or shall offer to dispose of, or pay away, any such counterfeited or altered Policy, &c. knowing the same to be such, or shall demand the Money therein contained of either of the Corporations, knowing such Policy, &c. to be counterfeited, &c. with Intent to defraud the Corporaion, or any other Person, such Offender, being convicted, shall be guilty of Felony without Benefit of Clergy.

M. § XIV. No Person shall be capable of being elected Governor, Sub-governor, Deputy-governor, or Director, of either of the said Corporations, during the Time he shall be Governor, &c. of the other Corporation; and, if any Governor, &c. or Member of either of the said Corporations, having any Share in the capital Stock of that Corporation, shall in his own Name, or in the Name of any other, purchase any Share in the Stock of the other Corporation, the Share so purchased shall be forfeited; one Moiety to the Use of his Majesty, the other to the Prosecutor, to be recovered as before-mentioned.

N. § XV. UPON three Years Notice to be printed in the *Gazette*, and affixed upon the *Royal Exchange*, by Authority of Parliament, at any Time within 31 Years, to be reckoned from the

the Dates of the two Charters, and upon Payment by Parliament to the Corporations of the Sums of 300,000*l.* which the Corporations were to pay to his Majesty, without Interest, the Corporations shall cease; and any Vote of the House of Commons, signified by the Speaker in Writing, to be inserted in the *Gazette*, and affixed on the *Royal Exchange*, shall be deemed sufficient Notice. N^o. 1314.

§ XVI. IF, after the Expiration of 31 Years, his Majesty shall judge the farther Continuance of the said Corporations to be hurtful to the Public, it shall be lawful, by Letters Patents under the Great Seal, to make void the same Corporations; and the same shall become void accordingly without any Inquisition, *Scire facias*, &c. O.

§ XVII. IN case the Corporations shall be redeemed within 31 Years, or be revoked by Letters Patents after 31 Years, the same Corporations, or any Corporation with like Powers, &c. shall not be grantable again. P.

§ 18, 19, 20, 21, 22, 23, 24, 25, not material.

§ XXVI. It shall be lawful for the *South-Sea* Company, and for the *East-India* Company, to lend on the Bottom of any Ship, and on the Goods on board any Ship in the Service of the said Companies respectively, to any Captains, or other Persons employed in the Service of the Companies, any Money by way of Bottomry, this Act notwithstanding. Q.

§ 27, 28, not material.

§ XXIX. IF any Governor, or Member of either of the Corporations, shall, on Account of the said Corporations, lend to his Majesty Money by way of Loan, or Anticipation on any Part of the Revenues, other than such Funds on which a Credit of Loan shall be granted by Parliament, the said Governor, &c. or other Members consenting to such Loan, being convicted thereof, shall forfeit Treble the Value of the Sums so lent; one fifth Part to the Informer, to be recovered in any Court of Record at *Westminster*, by Action of Debt, &c. and the Residue to be disposed of to Public Uses, as shall be directed by Parliament. R.

Stat. 7 Geo. I. cap. 27. sect. 26. The Corporation, called the *London Assurance*, having paid into the *Exchequer* 111,250*l.* S.

N^o. 1314. the farther Part thereof in three Months; and the Corporation, called the *Royal Exchange Assurance*, having done the like, the Residue of the said Sums, amounting together to 300,000*l*. shall be released.

T. By *Stat. 8 Geo. I. cap. 15. sect. 25*. Where the *Royal Exchange Assurance* and the *London Assurance* are subjected to pay double Damages besides Costs, the Plaintiffs shall recover against them only single Damages and Costs.

U. By *Stat. 11 Geo. I. cap. 30. §. 43*. On all Actions of Debt against either of the Corporations, called the *Royal Exchange Assurance* and the *London Assurance*, upon any Policies under the common Seal, for the Assuring of any Ship or Merchandizes at Sea, or going to Sea, it shall be lawful for the said Corporations to plead generally, that they owe nothing to the Plaintiff; and in all Actions of Covenant against either of the said Corporations upon any Policy under the common Seal for the Assuring any Ship or Merchandizes at Sea, or going to Sea, it shall be lawful for each of the Corporations to plead generally, that they have not broke the Covenant in such Policy contained; and, if thereupon Issue be joined, it shall be lawful for the Jury to give such Part only of the Sum demanded, if it be an Action of Debt, or so much in Damage, if it be an Action of Covenant, as it shall appear upon the Evidence, that the Plaintiff ought in justice to have.

X. § 44. When any Vessel or Merchandizes shall be insured, a Policy duly stamped shall be issued or made out, within three Days at farthest; and the Insurer, neglecting to make out such Policy, shall forfeit 100*l*. to be recovered and divided as other Penalties may be, by the Laws relating to the stamp Duties; and all promissory Notes for Assurances of Ships or Merchandizes at Sea, or going to Sea, are declared void.

NOTE. It is well known that each of these Companies raised about 450,000*l*. the *London* being composed of 36,000 Shares at 12*½**l*. and the *Royal* of 4,500 Shares at 100*l* each: So that after having paid to the Government each 150,000*l*. for their Charter, they remained with a Capital of about 300,000*l*. each, under the Care of their Directors, to be disposed of for the Benefit of the Proprietors: which Sums they have kept employed ever since in Loans to the Government, and upon private Pledges, so as to enable them to make certain yearly Dividends, and to be always ready to satisfy the Demands of any Persons who make Insurances with them, whenever the Premiums which they have gained are insufficient to do it: and as the Act gives them Leave to raise in the whole

1,000,000*l.* each, which is 1,050,000*l.* more for each Company; all this together makes a good Security for what Insurances are made with them. N^o. 1314.

By the Price which the Shares of each Company bear at Market we may judge what Opinion the Public has of the Value of their Stock. The Price of the *London* Insurance Company has been, ever since the late Peace, at $12\frac{1}{2}$ to $14\text{ }l.$ per Share; and computing it at $12\frac{1}{2}\text{ }l.$ it makes about 450,000*l.* And indeed it is no wonder that in the Space of Thirty-four Years they should have had the Success to lay up again for their Proprietors the 150,000*l.* which were paid for their Charter, and now actually repossess their primary Capital of 450,000*l.* or more. And as for many Years they have constantly made a Dividend of 10*s.* per Share, which is at the Rate of Four per Cent. and more than the Proprietors could clear by Interest, it shews that the Business of Insuring must have yielded a reasonable Profit to the Company.

The Capital of 450,000*l.* in Hand, received from the Proprietors, and a Power to call for 1,050,000*l.* more, with all the Premiums not run off (which in course must be kept back) is a Fund much superior to what any Establishment of this Nature in Neighbouring States has afforded, or is likely to afford. Nor indeed can it be expected that any Company abroad should met with the like Success at present when Premiums are so much lower; or that it would be worth the while for any new one at home to give more than 150,000*l.* for a Charter.

Hence if no very extraordinary Events happen, and the same good Management is kept up, these may be Companies of long Standing, beneficial to their Proprietors, and still more so to the Trade of *England* in general, for which it is certainly much better to have two such capital Offices, than one, besides the great Number of substantial private Persons that are to be found in *London*, to insure with.

Proposals by the Corporation of the London-Assurance, established by his Majesty's Royal Charter, for Assuring Houses and other Buildings, Goods, Wares, and Merchandizes, from Loss or Damage by Fire, and for Assuring Lives.

WHEREAS the assuring from Loss or Damage by Fire tends to the Preservation of many Families from that Poverty and Ruin which such a Calamity might otherwise expose them to;

Therefore his most gracious Majesty, being desirous of promoting and encouraging such lawful and commendable Undertakings, as are for the Benefit and Security of all his Loving Subjects, hath granted, to this Corporation, his Royal Charter: By Virtue whereof they Assure Houses and Buildings, Household Furniture, (Wearing Apparel by special Agreement,) and Goods,

Goods, Wares, and Merchandize, being the Property of the Assured, or on Commission (except Glass and China Ware not in Trade, and all manner of Writings, Books of Accompts, Notes, Bills, Bonds, Tallies, Ready Money, Jewels, Plate, Pictures, Gunpowder, Hay, Straw, and Corn unthrashed) from Loss or Damage by Fire, upon the following Terms and Conditions.

ARTICLE I.

N^o. 1315.
Common Assurances.

THIS Corporation will assure all Manner of Buildings having Walls of Brick or Stone, and covered with Slate, Tile, or Lead, wherein no hazardous Trades are carried on, nor any hazardous Goods deposited, at the annual Premiums set down under the Head of Common Assurances, in the Table N^o. I. And Goods and Merchandize not hazardous, in Brick or Stone Buildings, after the same Rates.

ARTICLE II.

N^o. 1316.
Assurances for 7 Years.

FOR the Accommodation of such Persons as are desirous of being Assured for a Term of Years, this Corporation will assure (on such Buildings or Goods as aforesaid) any Sum not exceeding 1000*l*. at the Rate of twelve Shillings *per Cent*. for seven Years, and as far as 2000*l*. at the Rate of fourteen Shillings *per Cent*. for the like Term of seven Years, without subjecting the Assured to any Calls or Contributions to make good Losses.

ARTICLE III.

N^o. 1317.
Buildings and Goods distinct Adventures.

ASSURANCES on Buildings, and Goods, are deemed distinct and separate Adventures; so that the Premium on Goods is not advanced by reason of any Assurance on the Building wherein the Goods are kept, nor the Premium on the Building by reason of any Assurance on the Goods.

ARTICLE IV.

N^o. 1318.
Timber Buildings and Goods not hazardous.

TIMBER or Plaister Buildings, covered with Slate, Tile, or Lead; wherein no hazardous Trades are carried on, nor any hazardous Goods deposited: And Goods or Merchandize not hazardous, in such Buildings may be Assured at the Annual Premiums, set down under the Head of Hazardous Assurances, in Table N^o. II.

ARTICLE V.

N^o. 1319.
Hazardous Trades in Brick Buildings.

HAZARDOUS Trades, such as Apothecaries, Bread and Bisket Bakers, Colourmen, Ship and Tallow Chandlers, Innholders, and Stable-keepers, carried on in Brick or Stone Buildings, covered,

vered with Slate, Tile, or Lead; and hazardous Goods, such as Hemp, Flax, Pitch, Tar, Tallow, and Turpentine, deposited in such Buildings, may be Assured at the annual Premiums set down under the Head of Hazardous Assurances in the aforesaid Table N^o. II.

ARTICLE VI.

ANY of the aforesaid hazardous Trades carried on, or hazardous Goods deposited in Timber or Plaster Buildings, Earthen, Glass, and China Ware in Trade, and Thatched Buildings, or Goods therein, may be Assured at the annual Premiums, set down under the Head of Double-hazardous Assurances, in Table N^o. III.

N^o. 1320.
Hazardous
Trades and
Goods in ha-
zardous Build-
ings.

ARTICLE VII.

CHEMISTS, Distillers, Sugar-Bakers, Malsters, Houses and Goods on *London-Bridge*, or any other Assurances more than ordinarily hazardous, by reason of the Trade, Nature of the Goods, Narrowness of the Place, or other dangerous Circumstances, may be made by special Agreement.

N^o. 1321.
Assurances on
Special Agree-
ment.

ARTICLE VIII.

Two Dwelling-Houses, or any one Dwelling-house, and the Out-houses thereunto belonging, or any one Dwelling-House and Goods therein, may be included in the Sum of 200*l*. But when several Buildings, or Buildings and Goods are Assured in the same Policy, the Sum Assured on each is to be particularly mentioned.

N^o. 1322.
Houses and
Goods in one
Policy, but
the Sum As-
sured on each
to be distin-
guished.

ARTICLE IX.

To prevent Frauds, if any Buildings or Goods Assured with this Corporation are, or shall be Assured with any other Corporation or Society, the Policy granted by this Corporation is to be null and void, unless such other Assurance is allowed by Indorsement on the Policy.

N^o. 1323.
Assurances
elsewhere to
be allowed by
Indorsement.

ARTICLE X.

No Policy is to be of any Force, till the Premium for one Year is paid. And for all subsequent annual Premiums, the Assured are to take Receipts, stamped with the Seal of the Corporation, no other being allowed of.

N^o. 1324.
No Policy in
Force till the
Premium is
paid.

ARTICLE XI.

No Policy is to be extended, or construed to extend to the Assurance of any hazardous Buildings or Goods, unless they are expressly

N^o. 1325.
Hazardous

Buildings or Goodstobes so expressly mentioned in the Policy, and the proper Premium for such Assurances be paid for the same.

mentioned in the Policy.

ARTICLE XII.

N^o. 1326. No Loss or Damage by Fire happening by any Invasion, Foreign Enemy, or any Military or usurped Power whatsoever, is to be made good.

Extraordinary Cases of Fire excepted.

ARTICLE XIII.

N^o. 1327. Notification of Loss or Damage.

ALL Persons assured by this Corporation are, upon any Loss or Damage by Fire, forthwith to give Notice thereof, by a Letter or otherwise, to the Directors or Secretary, at their House in *London*: and within fifteen Days after such Fire deliver in as particular an Account of their Loss or Damage, as the Nature of the Case will admit of, and make Proof of the same, by the Oath or Affirmation of themselves, their Domesticks or Servants, or by their Books of Accompts, or other proper Vouchers, as shall be required; and also to procure a Certificate under the Hands of the Minister and Church-Wardens, together with some other reputable Inhabitants of the Parish, not concerned in such Loss; importing, That they are well acquainted with the Character and Circumstances of the Sufferer or Sufferers; and do know, or verily believe that he, she, or they, have really, and by Misfortune, sustained by such Fire the Loss and Damage therein mentioned. And in Case any Difference shall arise between the Corporation and the Assured, touching any Loss or Damage, such Difference shall be submitted to the Judgment and Determination of Arbitrators indifferently chosen, whose Award in Writing shall be conclusive and binding to all Parties. And when any Loss or Damage is settled and adjusted, the Sufferer or Sufferers are to receive immediate Satisfaction for the same.

ARTICLE XIV.

N^o. 1328. In adjusting Losses on Houses, no Wainscot, Sculpture or Carved-Work, is to be valued at more than Three Shillings *per* Yard.

Wainscot, &c. at 3s. *per* Yard.

N.B. There is no Average Clause in the Policies of this Corporation; but the Assured, in Case of Loss, receive the full Damage sustained, deducting only Three *per Cent.* according to the Terms of the Policy.

PERSONS Assured by this Corporation do not depend upon an *Uncertain Fund* or *Contribution*, nor are they subject to any *Covenants* or *Calls* to make good Losses which may happen to *Themselves* or *Others*; the Capital Stock of this Corporation being an unquestionable Security to the Assured in Case of Loss or Damage by Fire. And in Case of such Loss or Damage the Assured have as easy Methods of Recovery as can be had against any Person or Society whatsoever.

FOR the timely Assistance of such as are Assured by this Corporation, they have provided several Engines and Watermen, with proper Instruments to extinguish Fires, and Porters for removing Goods, all cloathed in Green; and having every one a Badge, with the same Figure as on the Top of the Proposals, *viz.* A *Britannia*, holding a Harp, and supported by the *London Arms*, to distinguish them from Servants belonging to other Offices, and the Badges are all numbered; of which all Persons are desired to take Notice who entrust them with Goods, or have any Complaint to make.

THE same Figure as on the Badges will be affixed on Buildings, &c. assured by this Corporation.

No. 1331.

TABLE of ANNUAL PREMIUMS to be paid for FIRE-ASSURANCES.

	N ^o . I. Common Assurances.	N ^o . II. Hazardous Assurances.	N ^o . III. Double Hazardous Assurances.
Sums Assured.			
Any Sum not exceeding 200 <i>l</i> .	at 4 <i>s</i> . per Annum —	at 6 <i>s</i> . per Annum. —	at 10 <i>s</i> . per Annum —
200 <i>l</i> . { 1000 <i>l</i> . —	at 2 <i>s</i> . —	at 3 <i>s</i> . {	at 5 <i>s</i> . — } per Cent.
1000 { 3000 —	at 2 <i>s</i> . 6 <i>d</i> . {	at 4 <i>s</i> . } per Cent. per Ann.	at 7 <i>s</i> . 6 <i>d</i> . } per Ann.
3000 { 4000 —	at 3 <i>s</i> . — {	at 5 <i>s</i> . }	
4000 { 5000 —	at 4 <i>s</i> . --- {		
Any Sum above 5000 { 10000 —	at 5 <i>s</i> . --- {		
	In Brick Houses.		

N.B. Any larger Sums, and some of the Goods excepted in the Preamble, may be Assured by special Agreement.

POLICY.

P O L I C Y

*By the Corporation of the London-Assurance, of
House and Goods from Fire.*

THIS present Instrument or Policy of Assurance witnesseth, N^o. 1332.
That whereas

hath paid into the
Treasury of the Corporation of the *London-Assurance*, at their
House in *Cornhill*, *London*, the Sum of for the
Assurance of

except Writings, Books of Accompts, Notes, Bills, Bonds,
Tallies, Ready Money, Wearing-Apparel, Jewels, Plate, Pic-
tures, Gun-Powder, Cattle, Hay, Straw, and Corn unthrashed;
and also except Glafs, China, and Earthen Wares, Hemp, Flax,
Tow, Pitch, Tallow, Tar and Turpentine, unless such last-
mentioned hazardous Goods shall be specially allowed, and ac-
knowledged to be assured by Indorsement upon this Policy,
signed by two or more of the Directors for the Time being.
Now know all Men by these Presents, that the Capital Stock,
Estate, and Securities of the said Corporation, shall be subject
and liable to pay, make good, and satisfy unto the said Assured,
h Heirs, Executors or Administrators, any Loss or Damage
which shall or may happen by Fire to the said Building or
Goods (except as before excepted) on or before the

Day of in the Year of our Lord One thousand
seven hundred and not exceeding the respec-
tive Sums of and shall so continue,
remain, and be subject and liable, as aforesaid, from Year to
Year, to be computed from the Day of

in every Year, for so long Time as the Assured
shall well and truly pay, or cause to be paid, the Sum of

into the Treasury of the said Corporation,
on or before the Day of which

shall be in each succeeding Year; and the said Corporation shall
agree thereto, by accepting and receiving the same: which said
Loss or Damage shall either be paid in Money immediately after

B b b 2

the

the same shall be settled and adjusted (deducting only Three Pounds *per Cent.*) Or otherwise, if the said Loss or Damage shall not be adjusted, settled, and paid (making such Deduction as aforesaid) within sixty Days after Notice thereof shall be given to the said Corporation by the said Assured, that then the said Corporation, their Officers, Workmen, or Assigns, shall, at the Charge of the said Corporation, immediately after the Expiration of the said sixty Days, begin to rebuild or repair the said Building so burnt or damnified by Fire, and, within a reasonable Time, put the same into as good a Condition as the same was in at the Time when such Fire happened, the Wainscot, Sculpture, or Carving Work thereunto belonging (if any) being, in case of an Adjustment of the said Loss or Damage, to be rated and valued at no more than three Shillings *per Yard*; and, in case of rebuilding or repairing by the said Corporation, to be made good according to that Rate and Value, and not otherwise. And the said Corporation shall likewise, immediately after the Expiration of the said sixty Days, in case the Loss or Damage of the said Goods shall not be adjusted and paid, as aforesaid, provide and supply the Assured with the like Quantity of Goods, of the same Sort and Kind, and of equal Value and Goodness with those burnt or damnified by Fire. Provided always, nevertheless, and it is hereby declared to be the true Intent and Meaning of this Deed or Policy, that the said Stock, Estate, and Securities of the said Corporation shall not be subject or liable to pay or make good to the Assured any Loss or Damage by Fire which shall happen by any Invasion, foreign Enemy, or any military or usurped Power whatsoever. And it is hereby also provided and declared, that this Deed or Policy shall not take place, or be binding on the Corporation, until the Premium for one Year is paid; or, in case the Assured hath already made, or shall hereafter make, any other Assurance upon the Building or Goods aforesaid, unless such other Assurance shall be specified and allowed of by Indorsement upon this Policy, signed by two or more of the Directors for the Time being; nor in case the Building, wherein the said Goods are deposited, shall, at the Time when any such Fire shall happen, be in the actual Occupation of any Person or Persons who shall use or exercise therein the Trade of an Apothecary, Chemist, Colour-Man, Distiller, Sugar-

Sugar-Baker, Bread or Bisket Baker, Ship or Tallow Chandler, Stable-Keeper, Innholder, or Maltster, unless two or more of the Directors for the Time being shall by Indorsement, signed in like manner, allow such Trade or Trades to be used or exercised therein; nor, in case the said Building shall be made use of for the stowing or keeping such hazardous Goods, as Hemp, Flax, Tow, Pitch, Tallow, Tar, or Turpentine, unless two or more of the Directors for the Time being shall, by Indorsement signed as aforesaid, allow such hazardous Goods to be kept or stowed therein; but that in all or any of the said Cases, these Presents, and every Clause, Article, and Thing herein contained, shall cease, determine, and be utterly void and of no Effect; or otherwise shall remain in full Force and Virtue. In Witness whereof the said Corporation have caused their Common Seal to be hereunto affixed, the Day of in the

Year of the Reign of our Sovereign Lord

by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. and in the Year of our Lord, One thousand seven hundred and

By Order of the Court of Directors.

N. B. The Court of Directors have ordered sealed Receipts to be given for all subsequent Payments, and no other will be allowed of. Nor is this Policy to be of any Force, if assign'd.

P O L I C Y

By the Governor and Company of the London Assurance for the Life of a Person.

I N the Name of God, Amen.

N^o. 1333^A

Do make Assurance, and cause

to be assured upon

Natural Life

aged

Term and Space of

mence this

of our Lord, One thousand seven hundred and

for and during the

Calendar Months, to com-

in the Year

and
fully

N^o. 1333. fully to be complete and ended. And it is declared, that this Assurance is made to and for the Use, Benefit, and Security of the said Executors, Administrators, and Assigns, in case of the Death of the said

within the Time aforesaid, which the above Governor and Company do allow to be a good and sufficient Ground and Inducement for the making this Assurance, and do agree that the Life of h the said

is and shall be rated and valued at the Sum assured, without any farther Account to be given to them for the same: the said Governor and Company therefore, for and in Consideration of

per Cent. to them paid, do assure, assume, and promise, that h the said

shall, *by the Permission of Almighty God*, live, and continue in this Natural Life, for and during the said Term and Space of

Calendar Months, to commence as aforesaid; or in Default thereof, that is to say, in case h the said

shall in or during the said Time, and before the full End and Expiration thereof, happen to die or decease out of this World by any Way or Means whatsoever, That then the abovesaid Governor and Company will well and truly satisfy, content, and pay unto the said

h Executors, Administrators, or Assigns, the Sum or Sums of Money by them assured, and here underwritten, abating two Pounds *per Cent.* Hereby promising and binding themselves and their Successors to the Assured, h Executors, Administrators, and Assigns, for the true Performance of the Premises, confessing themselves paid the Consideration due unto them for this Assurance by the Assured.

Provided always, and it is hereby declared to be the true Intent and Meaning of this Assurance, and this Policy is accepted by the said upon Condition that the same shall be utterly void and of no Effect, in case the said

shall exceed the Age of or shall voluntarily go to Sea, or into the Wars, by Sea or Land, without Licence in Writing first had or obtained for h so doing, any thing in these Presents to the contrary hereof in any wise notwithstanding. In Witness whereof the said Governor and Company have caused their Common Seal to be

be hereunto affixed, and the Sum or Sums by them assured to be N°. 1333.
here underwritten, at their Office in *London*, this

Day of _____ in the _____ Year
of the Reign of our Sovereign Lord _____ by
the Grace of God, of *Great Britain, France, and Ireland*, King,
Defender of the Faith, &c. And in the Year of our Lord, One
thousand seven hundred and _____

The said Governor and Company are content with this
Assurance for

L. _____ for

POLICY on GOODS,

By the GOVERNOR and COMPANY of the
LONDON-ASSURANCE.

IN the Name of God, Amen. Nicolas Magens, as well in his N°. 1334.
own Name, as for and in the Name and Names of all and every other
Person or Persons to whom the same doth, may, or shall appertain,
in Part, or in All: doth make Assurance, and causeth himself and
them, and every of them, to be assured, lost or not lost, at and from
London to *Hamburgh*, upon any kind of Goods and Merchandizes
whatsoever, laden or to be laden on board the good Ship or Vessel called
the *Flying Mercury*, whereof is Master (under GOD) for this
present Voyage Peter Siemsen, or whoever else shall go for Master
in the said Ship or Vessel, or by whatsoever other Name or Names
the said Ship or Vessel, or the Master thereof, is or shall be named
or called: Beginning the Adventure upon the said Goods and Mer-
chandizes from and immediately following the Loading thereof on
board the said Ship or Vessel at *London*, and so shall continue and
endure, until the said Ship or Vessel, with the said Goods and Mer-
chandizes whatsoever, shall be arrived at *Hamburgh*, and the
same be there safely discharged and landed. And it shall be lawful
for the said Ship or Vessel in this Voyage to proceed and sail to,
and touch and stay at any Ports or Places whatsoever without
Prejudice to this Assurance. The said Goods and Merchandizes,
for

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for so much as concerns the Assureds (by Agreement between the Assureds and the LONDON-ASSURANCE) are and shall be rated and valued at *without farther or other Account to be given by the Assureds for the same.* Touching the Adventures and Perils which the said LONDON-ASSURANCE are contented to bear, and do take upon them in this Voyage; they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprizals, Tacklings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners; and of all other Perils, Losses, and Misfortunes, that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandizes, or any Part thereof. And in Case of any Loss or Misfortune, it shall be lawful to the Assureds, their Factors, Servants, and Assigns, to sue, labour, and travel for, in, and about the Defence, Safeguard, and Recovery of the said Goods, and Merchandizes, or any Part thereof, without Prejudice to this Assurance: to the Charges whereof the said LONDON-ASSURANCE will contribute, according to the Rate and Quantity of the Sum herein assured. And it is agreed, that this Writing or Policy of Assurance shall be of as much Force and Effect as the surest Writing or Policy of Assurance heretofore made in *Lombard-street*, or in the *Royal Exchange*, or elsewhere in *London*. And so the said LONDON-ASSURANCE are contented, and do hereby promise and bind Themselves and their Successors, to the Assureds, their Executors, Administrators, and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Assurance, by the Assured, at and after the Rate of One Pound One Shilling *per Cent.* and, in case of a Loss, to abate Two Pounds *per Cent.* In Witness whereof, the said LONDON-ASSURANCE have caused their *Common-Seal* to be hereunto affixed, and the Sum or Sums by them assured to be here-under written, at their Office in *London*, this sixth Day of *July* in the Twenty seventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great-Britain, France and Ireland*, King, Defender of the Faith, &c. And in the Year of our Lord One Thousand Seven Hundred and Fifty three.

N. B. Corn, Fish, Tobacco, and Hides free from all Average, except General, *or the Ship stranded* (a); Sugar, Rum, Hemp, and Flax, free from all Average under Five Pounds *per Cent.* and all other kind of Goods free from all Average under Three Pounds *per Cent.* except General, *or the Ship stranded.*

(a) As these kinds of Goods from their own Nature are subject to Corruption, and liable to spoil or cause Damage to each other, the Insurers Meaning plainly was, to be free from all such Damage, yet not from any Loss or Damage resulting from a Ship's being stranded: but as in the present Year 1754 it happened that a Ship laden with Corn, in going down the River, touched the Ground, which in a Law-Suit against the *London Insurance Company* was made out to be the same as if stranded; and they condemned to pay a considerable Damage found in the Cargo on board (the Jury, it would seem, taking it that it might be the Consequence of her having been a-ground, and becoming leaky though it was not immediately perceived) the Insurers now in the Policies on these Goods strike the Words *or the Ship stranded* quite out; and so submit only to pay General Averages and total Losses: Whereupon we leave it to be considered, Whether the Consequence of this will not be, that in Case of a Ship's being stranded no Endeavours will be made to save any Thing, although it might be done?

The said Governor and Company are content with this Assurance for Eight hundred Pounds on two Chests C W, N 1 22 valued at the Sum insured.

By Order of the Court of Directors.

EDMD. OVERALL.

Forms of Bottomry Bills in *London* before the Act N^o. 1293 to 1301, was made.

A Form of a Bill of Bottomry.

N^o. 1335. **T**O all, &c. I. *A. B.* Owner and Master of the good Ship called the *J.* of *London*, of the Burthen of One Hundred Tuns, or thereabouts, now riding at Anchor on the River of *Thames*, within the Port of *London*, and bound for a Voyage to *St. Malo's* in *France*, and from thence to return back to *London*, to make her Discharge, do send greeting in our Lord God everlasting.

A.

And whereas I the said *A. B.* at the Ensealing and Delivery hereof, am necessitated to take up, upon the Adventure of the said Ship, the Sum of Fifty Pounds of lawful Money of *England* for setting forth the said Ship to Sea, and for furnishing of her with Provision and Necessaries for the said Voyage, which said Sum of Fifty Pounds *C. D.* of *London* Merchant, hath at my Request supplied, and lent unto me, at Ten Pounds for the said Fifty Pound during the said Voyage.

Now know ye, that I the said *A. B.* do, for me, mine Executors, and Administrators, covenant, grant, and agree, to and with the said *C. D.* his Executors and Administrators, by these Presents; That the said Ship shall with the first good Wind and Weather, that God shall send, after the tenth Day of this present Month of *May*, depart from the said River of *Thames*, and shall by God's Blessing, as Wind and Weather shall serve, proceed and sail unto *St. Malo's* in *France*, and having there tarried until, &c. and the Opportunity of a Convoy, or being sooner dispatched (which shall first happen) shall depart from thence, and shall by God's Blessing, as Wind and Weather shall serve, from thence directly sail, return, and come back to the River of *Thames* to finish and end her Voyage.

And I the said *A. B.* do, for the Consideration aforesaid, bind myself, mine Heirs, Executors, Administrators, Goods and Chattels, and namely the said Ship with the Freight, Tackle, and Apparel of the same, to pay unto the said *C. D.* his Executors,
Admini-

Administrators, or Assigns, the Sum of Sixty Pounds of lawful Moneys of *England*, within one and twenty Days next after the Return and safe Arrival of the said Ship in the said River of *Thames*, from the said intended Voyage.

And I the said *A. B.* do, for me, mine Executors, and Administrators, covenant and grant to and with the said *C. D.* his Executors and Administrators, by these Presents, That I the said *A. B.* at the Enfealing and Executing of these Presents, am true and lawful Owner and Master of the said Ship, and have Power and Authority to charge and engage the said Ship, as aforesaid, and that the said Ship shall at all times after be liable and chargeable for the Payment of the said Sixty Pound, according to the true Intent and Meaning of these Presents.

And finally it is hereby declared and agreed, that in case the said Ship shall be lost, miscarry, or cast away, which God forbid, before her next Arrival on the said River of *Thames*, from the said intended Voyage, that then the said Payment of the said Sixty Pound shall cease and determine, and the Loss thereof be wholly borne and sustained by the said *C. D.* his Executors and Administrators; and that then, and from thenceforth, every Matter and Thing herein before contained on the Part and behalf of the said *A. B.* shall determine and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding.

And for the Consideration aforesaid, and for the better Performance of all and singular the Premises, on my Part to be done and performed, according to the true Intent and Meaning of these Presents, I the said *A. B.* have bargained and sold, and by these Presents do bargain and sell unto the said *C. D.* his Executors and Administrators, all the said Ship, and the Tackle, Ammunition, Ordnance, Apparel, and Furniture thereunto belonging.

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and agree, to and with the said *C. D.* his Executors and Administrators, by these Presents, That he the said *A. B.* at the time of the Enfealing thereof, is the true and lawful Owner of the said Ship and Premises, and that the same and every Part thereof now are and be, and so in case of

any default of Payment of the said sixty Pounds or any part thereof, contrary to the Agreement aforesaid, shall from henceforth and for ever be free and clear, and freely and clearly discharged of, and from all and all manner of former and other Bargains, and Sales, Titles, Charges, and Incumbrances whatsoever.

Provided nevertheless, and upon Condition, that if the said *A. B.* his Executors, or Administrators, shall well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators, or Assigns, the said sixty Pound and every Part thereof, according to the Intent and true Meaning of these Presents, and likewise perform the Covenants herein contained on his and their Part to be done and performed; that then this present Bargain and Sale of the said Ship and Premises, and every Matter and Thing therein contained, shall cease, and be void, and of none Effect to all Intents and Purposes; any thing herein before contained to the contrary thereof in any wise notwithstanding, &c.

Another Form of a Bill of Bottomry, with a Bond thereupon.

N^o. 1335.
B.

TO all, &c. I. *A. B.* of, &c. Mariner, Master and Part-Owner of the good Ship or Vessel called the *F.* of *London*, of the Burthen of Two Hundred Tuns or thereabouts, now riding at Anchor on the River of *Thames*, within the Port of *London*; do send Greeting, in our Lord God Everlasting:

Whereas the said Ship is now bound out upon a Voyage from the said Port unto the Island of *Barbadoes*, and from thence, if Occasion shall be, to the Island of *May*, and so to return back again to the said Island of *Barbadoes*, and from thence to *London*, to end her Voyage.

Now know ye, that I the said *A. B.* for me, mine Executors, and Administrators, do covenant and grant to and with *C. D.* of &c. (who before the Ensealing hath paid and delivered unto me the said *A. B.* the Sum of One Hundred Pounds of lawful Money of *England*, and is contented and agreed to stand to, and bear the Adventure of the said Sum upon the Body of the said Ship, during the said Voyage) and to and with his Executors, Administrators, and Assigns by these Presents: That the said Ship

Ship, with the first good Wind and Weather, that God shall send, from and after the twentieth Day of, &c. next ensuing the Date hereof, shall depart from the said River of *Thames* upon the said intended Voyage, and that she shall, by God's Grace (the Perils and Dangers of the Sea, and Restraint of Princes and Rulers excepted) be returned unto the River of *Thames* from her said Voyage before the Expiration of fourteen Months, to be accounted from the Date of these Presents: and that the said Ship, in her said intended Voyage, shall not sail or apply herself unto any other Ports or Places, than those that are beforementioned herein, unless she shall be necessitated thereunto by Extremity of Weather or some other unavoidable Accident.

That I the said *A. B.* mine Executors, Administrators, or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators, or Assigns, at &c. the Sum of One hundred and thirty Pounds of lawful Money of *England*, in respect of the Adventure aforesaid, if the said Ship shall go from thence only unto the Island of *Barbadoes*, and from thence return to *London*, to end her said intended Voyage; and the Sum of One hundred and forty Pounds of like Moneys, if the said Ship shall go from hence unto the Island of *Barbadoes*, and from thence to the Island of *May*, and so return again to the Island of *Barbadoes*, and from thence to *London*, to end her Voyage: and that within one Month after the Return of the Hull or Body of the said Ship unto the River of *Thames* from the said Voyage.

Provided always, nevertheless, and it is the true Intent and Meaning of these Presents, and of all the Parties hereunto, That if the said Ship in her present intended Voyage shall happen to be lost, miscarry, or be taken by Men of War or Pirates, which God forbid, that then this present Writing or Deed, and every Covenant, Payment, Matter, and Thing therein contained on the Part and Behalf of the said *A. B.* to be done, paid, and performed, shall be utterly void, and of none Effect. And that then I the said *A. B.* my Executors, or Administrators, shall not be any ways chargeable, or liable to pay the said several Sums beforementioned, or either of them, or any Part of them, to the said *C. D.* his Executors, Administrators, or Assigns; but that he and they are to lose the same, and every Part thereof, any
thing

thing herein contained to the contrary hereof in any wise notwithstanding.

And it is agreed by and between the said Parties to these Presents, That in case the said Ship shall not be returned unto the said River of *Thames*, from the said intended Voyage, at the End of the fourteen Months, to be accounted from the Date of these Presents; and that at the End of the said fourteen Months there shall not be a just Proof made of the Loss happening within the Time aforesaid, that then I, the said *A. B.* mine Executors, Administrators, or Assigns, shall and will within twenty Days, next after the End and Expiration of the said fourteen Months, well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators, or Assigns, at the Place of Payment aforesaid, the said Sum of One hundred and thirty Pounds; in case the said Ship shall go unto the Island of *Barbadoes*, as aforesaid; and the said Sum of One hundred and forty Pounds in case the said shall go unto the said Island of *May* as aforesaid: and that the said *C. D.* shall not run the Hazard and Adventure of the said Sum, by him adventured, as aforesaid, upon the Body of the said Ship, any longer than fourteen Months, to be reckoned and accounted as aforesaid.

The Conditions of a Bond upon the same.

THE Condition of this Obligation is such, That if the above-bounden *A. B.* his Executors, Administrators, or Assigns, shall and do well and truly observe, perform, pay, fulfil, and keep all and every the Covenants, Grants, Articles, Payments and Agreements, and all Things which on his or their Parts and Behalves are or ought to be observed, performed, paid, fulfilled and kept, mentioned and contained in a certain Writing, or Bill of Bottomry, or Adventure, of the Date abovewritten, made by and from the said *A. B.* of &c. Master and Part-Owner of the good Ship called the *F.* of *London*, of the Burthen of Two hundred Tuns or thereabouts, now riding at Anchor in the River of *Thames*, unto the abovenamed *C. D.* in and by all Things, according to the Christian Purport and true Meaning of the said Writing or Bill of Bottomry, or Adventure, that then, &c.

Or there may be a Sale of the Ship, by a collateral Deed, for a better Security, with this following Proviso in it.

Provi-

Provided always nevertheless, that if I the said *A. B.* mine Executors and Administrators, shall and do well and truly observe, perform, pay, fulfil, and keep all and every the Covenants, Grants, Articles, Payments, Agreements, and other Things, which on our, or any of our, Parts are or ought to be observed, performed, paid, fulfilled, and kept, mentioned and contained in a certain Writing or Bill of Adventure, of the Date of these Presents, made by me the said *A. B.* unto the said *C. D.* that is to say, in and by all Things, according to the Tenor and true Meaning of the said Writing, or Bill of Adventure; that then, and from thenceforth, this present Writing, and the Grant, Bargain, and Seal hereby made of the Premises, and every Covenant, Matter, and Thing herein contained, shall be utterly void, and of none Effect; any Thing herein before contained to the contrary hereof in any wise notwithstanding.

In Witnes whereof, &c.

Another for Money in a Voyage to the East-Indies.

TO all, &c. I *A. B.* of *London*, &c. do send Greeting: N^o. 1335.
C.
Whereas I the said *A. B.* do intend by God's Grace to make a Voyage unto the *East-Indies* in the good Ship called the *Pearl of London*, being now thither bound, whereof is Master under God *C. D.* And whereas *E. F.* of &c. the Day of the Date of these Presents hath paid and delivered unto me the said *A. B.* the Sum of fifty Pounds of lawful Money of *England*, whereof I do hereby acknowledge the Receipt, the Adventure of which said fifty Pound the said *E. F.* is content and agreed to bear and stand to, out and home.

Now know ye that I the said *A. B.* do covenant and grant, for me, mine Executors, Administrators, and Assigns, by these Presents, That I the said *A. B.* my Executors, Administrators, or Assigns, shall and will dispose, convert, and employ, the said fifty Pounds to and for the best Advantage of the said *E. F.* his Executors, Administrators, or Assigns, according to the best of my Skill and Knowledge in the said Voyage.

And also that I the said *A. B.* mine Executors, Administrators, or Assigns, within thirty Days after my Return from the said Voyage. or the Arrival and Discharge of the said Ship within the Port of *London*, which shall first happen, shall not only give

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give and deliver unto the said *E. F.* his Executors, Administrators, or Assigns, a just and true Account of the Disposition and Management of the said Adventure; but also truly pay and deliver, or cause to be paid and delivered, unto the said *E. F.* his Executors, Administrators, or Assigns, all such Money and Proceed, as by the Foot of the said Account shall appear to be due and coming to him the said *A. B.* his Executors, Administrators, or Assigns.

In Witness, &c.

A Bill of Adventure for a Bale of Cloth.

N^o. 1335. **T**O all, &c. I *A. B.* of *London*, Merchant, do send Greeting:
D.

Whereas I the said *A. B.* did about two Months since consign to *C. D.* Merchant in *Leghorn* in *Italy*, three Bales of *Suffolk* Cloth, of the Number 1. 2. 3. which Bales were all laid on board the Ship called *The Royal Exchange* of *London*, of the Burthen of 300 Tuns or thereabouts; whereof *W. T.* is Master under God, for the Account of me the said *A. B.*

Now know ye, That I the said *A. B.* do hereby confess, acknowledge, and declare, that one of the said Bales of Cloth, that is to say, that which is marked with the Figure 3, doth properly belong unto *E. F.* of &c. the Adventure whereof the said *E. F.* is to bear, out and home.

And I the said *A. B.* do hereby, for me, mine Executors, and Administrators, covenant and grant to and with the said *E. F.* his Executors, Administrators, and Assigns, not only to make and give to him, them, or any of them, a true and just Account of the Sale and Proceed of the said Bale of Cloth, Number 3, but also to pay to him, or them, all such Money, Goods, and Benefits, as by the Foot of any such Account shall appear to be due and coming unto him or them, for or in respect of the said Bale of Cloth.

Form

*Form of a Bottomry Bill in London after the Act,
N^o. 1293 to 1301, was made.*

K NOW all Men by these Presents, That we *A* and *B* &c. N^o. 1335.
of the Ship and *B* *A* of E.

are held and firmly bound to *C. D.* of
in the penal Sum of 1000*l.* of good and lawful Money of *Great Britain*, to be paid to the said *C. D.* or to certain Attorneys, Executors, Administrators, or Assigns; for which Payment well and faithfully made we bind ourselves and each of us, our and each of our Heirs, Executors, and Administrators, jointly and separately, in Part and for the Whole, firmly by these Presents sealed with our Seals, dated the Day of
17, and in the Year of the Reign
of our Sovereign Lord *George* the Second, by the Grace of God
King of *Great Britain*, and so forth.

WHEREAS the abovenamed *C. D.* hath advanced and lent
unto the abovebounden *A. B.* the Sum of 500*l.* upon the
Goods and Merchandizes the Property of him the said *A. B.*
laden or to be laden on board the said Ship
of the Burthen of Tons, or thereabouts, now in
the River of *Thames*, whereof is Com-
mander.

THE Condition therefore of this Obligation is such, That if
the said Ship do and shall with all convenient Speed proceed and
fail from and out of the said River of *Thames*, on a Voyage to
Bombay in the *East Indies*, whereto she is bound, without De-
viation (the Dangers of the Seas and other unavoidable Casualties
excepted) and if the abovebounden *A. B.* and *B. A.* their Heirs,
Executors, or Administrators, do and shall, within thirty Days
next after the said Ship shall be arrived at *Bombay* aforesaid,
well and truly pay, or cause to be paid, unto the said *C. D.* his
Heirs, Executors, Administrators, or Assigns, or order the Sum
of 4621 current Rupees and a half Rupee; or if in the said
Voyage to *Bombay* aforesaid an utter Loss of the said Ship by
Fire, Enemies Men of War, or any other Casualties, shall
unavoidably happen, and the abovebounden *A. B.* and *B. A.*
their or either of their Heirs, Executors, or Administrators, do

and shall, within six Months next after such Loss, pay and satisfy to the said *C. D.* his Heirs, Executors, Administrators, or Assigns, or order a just and proportionable Average on what Goods and Effects shall happen to be saved, belonging to him the said *A. B.* then the abovementioned Obligation to be void, or else to remain in full Force and Virtue.

In Witness whereof we have to two Bonds or Obligations of this Tenor and Date put our Hands and Seals; the one of which being accomplish'd, the other to be void.

Sealed and delivered, }
being first duly stamp'd, }
in the Presence of us }

N^o. 14.

Ordinances made at Bilboa, Anno 1738.

Of ordinary Averages; Gros, and Single; and their Difference.

N^o. 1336. I. **W**HEREAS Doubts and Differences frequently arise, by reason of the Averages which continually happen, as well to Ships, as Goods and Merchandize, by Pretences sometimes made, that the Ordinary, or Single, are Gros ones; and so on the contrary; and also in the Manner of reckoning them: It is ordained, That by an Ordinary Average ought to be understood all those small Expences, which Captains or Masters of Ships are put to in a Voyage, either in the Ports that by Strefs of Weather they are drove to, or in those destined for their Discharge, and until the final Conclusion of it; *viz.* in Pilotages of Coasts, and Harbours, Boats, Fees *de Bolisa* of the chief Pilot, Towage, Anchors, Search, Lighterage (in case of the Ship's not going up) and Delivery until put on the Mole.

N^o. 1337. II. **T**HE Custom hitherto practised, shall be continued, of paying this Ordinary Average from the single Freight of the Merchandize that shall come from the Dominions of *England* at the Rate of a Royal old Plate, of sixteen Quartos, for each Dollar of eight Royals of the same Money: and twelve and a half

half *per Cent.* of Ordinary Average in the same Specie of Copper; understanding it, that although the Bills of Lading contain two Freights, or more, the Average shall not be regulated for more than the twelve and half *per Cent.* of what the single Freight shall amount to.

III. FOR each Ducat of Plate (in which Specie the Freights from the Ports of *Flanders, Holland* and *Hamburg* are commonly expressed) contained in the Bills of Lading from *Holland*, there shall be paid twenty four Royals, and twelve Maravedis of Copper (in which is included the Ducat of Freight, its Averages, Hat-Money, or Primage.) For each Ducat contained in the Bills of Lading from *Hamburg*, shall be paid twenty three Royals, and fifteen Maravedis of Copper, (in which is comprehended the Freight Ducat, its ordinary Average, and Primage, or Hat-Money.) And for those of *Ostend, Dunkirk*, and other Ports of *Flanders*, shall be paid, eighteen Royals, and three Quartillos of Copper (in which is equally included the Ducat of Freight, its ordinary Averages, and Primage, or Hat-Money): all which is regulated according to the uncontested Practice of this Commerce. N^o. 1338.

IV. FOR the Regulation of Freights from the Kingdom of *France*; notwithstanding that the ordinary Average is fixed at Ten *per Cent.* yet a Difference is experienced by reason of what the Captain's Hat-Money, or Primage is wont to vary; and to avoid Disputes in its Calculation, supposing that the most customary Hat-Money, or Primage, is that of other Ten *per Cent.* in this case, the twenty *per Cent.* shall be imputed to the Principal, and then every Royal of Plate Freight shall be regulated, with the Average, and Hat-Money, at two Royals and a quarter Copper; and in this Proportion, it shall be more, or less, according to what the Captain's Hat-Money, or Primage rises, or falls from the said Ten *per Cent.* and if the Freights shall come in Livres *Tournois*, or any other Sort of foreign Coin, they shall first be reduced to Royals of Copper, and then respectively regulated according to the Rule that goes proposed for an Example. N^o. 1339.

V. WHEN from any other Ports of *Spain* and *Portugal* it is not expressed in the Bills of Lading what is to be paid for the ordinary D d d 2 N^o. 1340.

ordinary Average, it shall be regulated at the Rate of Ten *per Cent.* on the Value of the Freights.

Nº. 1341. VI. THE said Captains, or Masters recovering it so, may not on any Account pretend to any Thing more, for the said Ordinary Average.

Nº. 1342. VII. IF it happen that a Ship bound to this Port with a Loading for it, should be forced by a Storm, or any other Accident, to seek Shelter and Safety for itself and Cargo, in the Entrance of any other Port, and that on this Occasion the Boats coming out to pilot and secure her, shall impose the Condition and Grievance of paying for it a Sum exceeding what is common, (as it has many times happened, and in some the Captains have actually been under a Necessity of agreeing to give the Sum demanded of them) to obviate the Differences, and Contentions, that from this have been experienced; and observing that, in respect of its being only the Work of Boats, it would seem the Ship alone ought to bear it, and the Owners of the Cargo remain free, on paying the Averages of the Quality described in the preceding Numbers; *It is declared and ordained*, that in such Cases (as they are extraordinary) the Prior and Consuls do regulate, and separate what is commonly paid the Boats for Entrance in fair Weather, and apply it as a single Average to the Ship only; and the Remainder of the Sum that shall be paid by reason of the Storm shall be a gross Average, that shall be divided according as shall be disposed in the Chapter of its Regulation; but it is to be understood, that for the Examination of the Whole, the said Captains must bring the Certification, and also the Instruments, and Documents of Proof that shall be required, and necessary.

Nº. 1343. VIII. A gross Average is that, which arises from the Means interposed to free the Ship and its Loading from Shipwreck or Loss; as when some Goods, Merchandize, or Effects, or the Boat, are thrown overboard; or when they abandon her, or cut away Anchors, Cables, Masts, Rigging, Cordage, Sails, and any other Appurtenances of the Vessel.

See *French Ordinance*, No. 742.

IX. THE Agreement which a Merchant-Ship meeting with N°. 1344.
a Corfair makes for her Ransom, is also a gross Average, whether to be paid in Money, or Goods out of the Cargo; and it is the same, when the Captain on such Occasions finds himself obliged to put aboard the Corfair two or more of his Sailors, as Hostages; the Expences which these are at till their return home, and the Wages acquired if they shall have deserved them, shall be included in the gross Average.

French Ordinance No. 742.

X. IT is likewise understood, and declared to be such a N°. 1345.
gross Average, when a Captain, finding himself in a Road, Harbour, or Bay, waiting the Opportunity of a Convoy's coming out, with which he is to sail; and for this Motive, that of a great Sea, or any other lawful one, not being able, on coming out, to heave up his Anchor in Time, slips his Cable.

Rotterdam Ordinance No. 297.

XI. IT shall be equally held for the said gross Average, when N°. 1346.
a Captain riding with his Ship in some Creek, intending to enter a River's Mouth, finds himself obliged to slip his Cable, and Anchor, to attain the Entrance; though, if afterwards they can be got up, and the said Anchor, and Cable recovered, then only the Charges that this shall occasion shall enter into the said Average.

XII. THE Damage which Goods shall suffer from the Vessel's N°. 1347.
shipping a great Sea, which being more than the Scuppers are able to discharge, the Captain shall be obliged to cut some Holes, from which the Damage resulted, this also is a gross Average.

Rotterdam Ordinance No. 295.

XIII. THE Damage arising from a Jettison, made by Necessity, in a Storm, of some part of the Cargo, is likewise such a N°. 1348.
gross Average: as for example; if in such an Occurrence it should be necessary to take out some Casks, or any other Vessels with Liquor, and these receiving some Blow that breaks them, and their Contents be spilled upon the remaining Merchandize;
and

and in like manner it shall be, if on taking out any heavy Bale it should fall on any Casks of Liquor, which should thereby be spilt.

Rotterdam Ordinance, N°. 293.

- N°. 1349. XIV. IF it happens, that a Ship on Arrival in sight of any Port that she wants to enter, by reason of a Storm, or without it, or in View of that she is bound to, to get in is obliged to deliver part of her Cargo by Boats to lighten her; and it happens that the said Boat is afterwards lost; in this Case, *It is ordained and declared*, that all the Value of the Effects lost in her shall come into a gross Average, and shall be paid by the other Goods that are saved in the lightened Ship, whose Value and Freight shall likewise enter *pro rata* in it: And on the contrary, if it happens that the said Boat, or other Vessel, to which the said Effects were removed, shall be saved, and the said lightened Ship lost; the Goods saved shall not contribute to the said gross Average; but only to the petty Charges of Freight of the Boat saved, and a proportionable Part of the Freight of the Ship lost; and if both Vessels are lost, and afterwards some of the Merchandize that remained in the Ship be recovered, *it is also ordained*, that the Loss of those which perished in the said Boat, shall not be made good out of these; because the Intention or End for which the Translation was made, was not obtained.

Rotterdam Ordinance N°. 308.

- N°. 1350. XV. ALL that shall be expended for Boats, or in any other Manner, to get a Ship off, that is by Accident run ashore with her Cargo, shall also be held for such a gross Average.

Note, By the Rotterdam Ordinance, N°. 301, this is to be borne one third by the Ship and two thirds by the Cargo; but it ought rather to be made good as a gross Average. For it is putting the whole out of Danger to have the Ship afloat again.

- N°. 1351. XVI. THERE having been in the Voyage an unavoidable Jettison made, of some Goods, with the Design and Intention to save others; if the Ship notwithstanding shall be afterwards lost on the Coast; in this Case, *it is ordained and declared*, that
whatso-

whatsoever can be saved or collected of this Loss, on the Coast, or Place where it happens, is to pay the Value of what was before thrown into the Sea, that entering into Average equally with the Damage and Charges that shall have been on what is saved; regulating it as an Average, in Proportion to the Value of every Thing, as well what was thrown overboard as what is saved.

Rotterdam Ordinance N°. 310.

XVII. IT is in the same manner *declared*, that the Expence N°. 1352. of curing the Wounds that the Crew may receive in the Voyage, in their Defence against Pirates, Corsairs, and otherwise, with the View of preserving the Ship, and Cargo, shall be esteemed a gross Average; and likewise whatever (in Case of any of their Deaths, and the Ship's Safety) shall be applied to the Widows or Children.

Rotterdam Ordinance N°. 305 and 306.

XVIII. The Wages and Maintenance of the Crew of a Ship, N°. 1353. detained or embargoed in a Port, by the Sovereign of it, shall also be a gross Average; that is, in Case her Affreightment be agreed by the Month; and the Obligation to the Payment thereof shall cease, from the Day of the said Embargo, or Detention, to that of her Liberty, when it shall again run, and continue.

French Ordinance N°. 743. Where we made a Remark on it.

XIX. WHEN the Freight is not agreed by the Month, but N°. 1354. by the Voyage, and the same Accident of a Detention or Embargo happens; the said Wages and Maintenance shall not enter into the gross Average, because they must be for Account of the Ship's Owner, or her Captain.

French Ordinance N°. 743.

XX. IT shall likewise be a gross Average, if it shall happen N°. 1355. that the Captain of a loaded Ship in Prosecution of his Voyage shall find himself obliged by bad Weather, Fear of Enemies, or any other unavoidable Accident, to put into some Port, either to repair the Ship, or to stay to secure himself from Dangers; and

and in his Detention shall want Money on Credit, or rather on Bottomry, and not being able to meet with it, is obliged to sell some Goods at low Prices, and for less than the just Value which they would have at the Port they were bound to; in this Case, it appearing by creditable Vouchers that the aforesaid Diminution of Goods was done for the common Benefit, it shall be accounted as gross Average, and paid proportionably by Ship, and Cargo; deducting what shall appear and be found to have been employed in the Purchase of Provisions, Payment of Wages, or any other Thing particular to the said Ship, and her Crew; because this, *it is declared and ordained*, shall be esteemed for a single Average, for Account and Charge of the Captain.

Nº. 1356. XXI. As it may happen in a River's Mouth, or Port, that a Ship shall be on Fire, and others that are very near, and contiguous, shall be exposed to the same Calamity, and to avoid it, it shall be absolutely necessary (as the only Means) timely to destroy or sink the nearest; it may be done; and in this Case *it is ordained*, that the other Ships, and their Loadings shall contribute to the Payment of that which shall have been so destroyed, and make good the Loss of her, and her Cargo, proportionably among them, on account of the Preservation which they received by destroying her.

Nº. 1357. XXII. If a Ship with her Cargo happens to run ashore on the Coast or in the Port she is bound to, or in another, where on her Voyage she has been obliged to put in; and wanting some Breach for her necessary Discharge (not being able to obtain this by the Hatches, for the Accidents of Waves, beating of the Sea, Tides, Weakness of the Ship, or other Causes, which do not leave Room for it, without the said Breach) the Damages occasioned to the said Ship and Cargo in this case ought to enter, and be understood, as a gross Average; and in like manner the Charges, which although she had delivered by the Hatches, would have previously accrued, either by Endeavours to float her, and get her out into the Stream with her Cargo, or by providing in the best manner possible, in the Place of her stranding, for the getting out the Cargo; as they all redounded to its Benefit, and Preservation: but if after
that

that the Cargo shall be effectually delivered by the Hatches, the said Ship should, by the said Beating, and Waves of the Sea, or any other Accident, be in part separated and broken, or entirely lost; this Damage ought to be understood, and is *declared* to be a single Average, being for the Captain's Account independent of the Goods, paying to him the due and settled Freight, with the Abatement of the Charge that the Vessels in which the said Merchandize was conveyed to their destined landing Place, shall have cost.

French Ordinance No. 765 amplified.

XXIII. WHEN in the Case, and Conditions that the preceding Number contains, it shall happen that the whole of the Cargo cannot be got out, but only part of it, and the rest is lost; the Owners of the Goods so got out, may take them to themselves, by their Numbers and Marks, paying the Charges that touch them, independant and free from the obligation of satisfying for those that were lost. N°. 1358.

XXIV. WHENSOEVER a Wreck shall happen (in Part, or total) of a Ship and her Loading, and the Sea shall afterwards throw ashore some of the Goods; it is in this Case *ordained*, that if it can be discovered by the Marks, Numbers, or in any other Manner, to whom they belong, they be delivered to their Owners, with an independency of the others concerned in the rest of the Cargo; paying the Charges, which their Recovery shall occasion, proportionably: but if some come out among them, that for want of Marks, or their being indistinguishable, or for other Reasons, it shall not then be known to whom they belong; in this Case, those that shall so turn out, and be collected, shall be divided proportionably according to their Species, among those of the said Concerned, who had such, that were lost, or wrecked. N°. 1359.

Rotterdam Ordinance N°. 308 amplified.

XXV. By a single Average are understood those Damages that are caused distinctly to the Ship, or to some Goods: which Prejudice they shall solely and respectively suffer, *viz.* the Ship's Owners, the Damages happening to her Hull, and N°. 1360.

Furniture; and the Concerned in the Cargo those that shall result to it: the whole according to the Causes that occasion it; as (for the understanding it, and its Distinction) will be more minutely specified in the subsequent Numbers.

- Nº. 1361. XXVI. IN the first Place, all the Damage that shall result to the Cargo, from its own defective or corrupt Nature, during the Voyage, is declared to be such a single Average.
- Nº. 1362. XXVII. THE spilling of any barrelled Liquor, and the Diminution that shall by this Accident appear, shall be held for a single Average, if it does not proceed from ill Stowage, for in this Case it shall be for Account and Charge of the Captain.
- Nº. 1363. XXVIII. THE Damage, or Decrease, which during the Voyage shall happen to any Thing, or part of the Cargo, whether by Storm, corrupting or spilling of Liquors, shall also be such an Average.
- Nº. 1364. XXIX. LIKEWISE shall be reputed, and is declared to be such single Average, any Merchandize, that going upon the Ship's Deck, the Sea, and Winds shall carry away, or by Storm shall be thrown overboard, as the Captain is bound to put them under the Hatches; in which case it is provided, that the Damage which shall result from it to their Owners shall fall upon the Captain.
- Nº. 1365. XXX. THE Damage, or Loss of Sails, Rigging, or Masts, which a Storm shall break, and the Cables and Anchors that it shall cause to fail, when the Ship is at an Anchor, shall also be esteemed such a single Average.
- Nº. 1366. XXXI. THE Amount of the Freight that shall be given to Vessels for carrying Goods from a Ship lost, to the Place they were bound to, is also taken for the said Average; because this the Captain of her ought to pay, and recover the original Freight of the Goods he shall bring.
- Nº. 1367. XXXII. THE Damage, that a Ship and her Cargo shall receive by an accidental Fire, is also a single Average.
- Nº. 1368. XXXIII. THE Bale, or Bales, or other mercantile Effects, which a Man of War, Friend or Enemy, Corsair, or Pirate, shall

shall take out of a Merchant Ship, without the intervening Circumstance of an Agreement with the Captain, or Crew, or any one of those specified in the preceding Numbers, shall be held, and is declared to be such a single Average: but if the said Captain, on seeing the Intention to take from him some Bale, or Bales of great Value, is able to prevail with the Man of War, Corfair, or Pirate, to be contented with another, or others that are inferior in Value; in such Case, the said Bales, or Things, with which he has been able to satisfy them, shall be a gross Average, as has been said; contrary to the single one above declared, in the case of carrying it away, and taking it by Force.

Rotterdam Ordinance N°. 317. amplified.

When Goods are forcibly taken out of a Ship by a Pirate, &c. this is to be considered as a particular Loss to the Owner, and a single Average; but when the Captain or Master voluntarily gives the Pirates certain Goods to get rid of them; this is supposed to be done for the Benefit of the whole and to be considered as a gross Average.

XXXIV. THE Damage or Breach that shall be caused by two Ships running foul of one another, or by an accidental Encounter, as well at Sea, as in Ports, and Roads; losing or breaking the Cables by the Violence of a Storm, flooding of Rivers, or any other unexpected Accident, shall also be such a single Average; because each one ought to sustain the said Damage of breaking, or other impairing: and consequently the Merchandizes on board, and their Owners, the Damage which to these it shall have occasioned. But whenever the said Encounter, or Damage is executed intendedly, and designedly through the Knavery, and Consent of the Master, and Crew, of one of the said Ships, or through Negligence, and little Care of the Cables; in this case, he that occasions it shall pay singly all the Damages, that shall have proceeded therefrom, as well to the other Ship, and Cargo, as to his own Vessel, and her Loading. N°. 1369.

XXXV. WHATEVER Damage shall happen to Goods after they are unloaded in *Olaveaga*, or any other Part of this River's Mouth, from the Ships into Lighters, to be carried to the Moles of this Town, whether by the said Lighters sinking, or by any other Accident, shall also be a single Average; and in this Case it is ordained, that the Owners of the damaged Goods shall have N°. 1370.

their Recourse against whomever they think proper, or where they may have room for it.

Nº. 1371. XXXVI. ALL Loss of breaking, or Damage, that Boats or Lighters shall meet with in carrying Goods through this River's Mouth, in unloading Ships, by running or striking against the Flute of an Anchor, is also to be regarded and esteemed as a single Average; but it is declared, and ordained, that when, in such Case, the said Anchor shall be discovered and found to be without its Buoy in due Form, the Owner of it shall be obliged to pay for the said Breaking and Damage.

Nº. 1372. *Of the Method to reckon and regulate a gros Average.*

Nº. 1373 I. **W**HEREAS in the Method of calculating and regulating gros Averages, some Doubts and Differences have arisen; that henceforward there may be none, and that it run equally, *it is ordained*, that whenever there is such a gros Average, it shall be reckoned and adjusted by taking in the Value of the Ship, her Furniture, and half the Freight; all the Passengers (if there should be any) shall pay according to the Value of the Merchandize, Pearls, precious Stones, Gold, Silver, or Coin, and the other Goods, and Things, that they shall have aboard.

Nº. 1374. II. FOR the Liquidation of the total Value, the Ship shall be rated by skilful Men, named by the Concerned, or by the Office, in case of Contumacy.

Nº. 1375. III. THE Merchandize, and the rest of the Cargo shall be estimated by the Determination of the major Part of the said Concerned, either by the Value contained in the Invoices (these being exhibited in the Originals, sworn to, and signed immediately by the Concerned of this Town, and by those without, being of these Kingdoms of *Spain*, within thirty Days; and the Merchandize being for Account and Risk of Persons of other Kingdoms, within forty Days) or, on the Captain's Disagreeing thereto, by their Value at the Place of Unloading; so that this Estimate or Regulation be never made upon the Freight, nor in any other Manner, than by the Value as aforesaid, except by unanimous Agreement of the Concerned and Captain.

Note,

Note, In our *Essay*, § 54, Page 61, we hinted that now and then the Articles of a gross Average may be of so small an Amount, that the Concerned in the Ship and Cargo, to save Time and the Trouble of proving the Value of all its Particulars, shall rather chuse to have it repartitioned on the Freight they pay. Nevertheless, no Master can be obliged, in such a case, to contribute at one third for the Ship, without his own Consent; nor can any Proprietor of bulky Goods of little Value, and which may pay a much greater Freight in Proportion to their Value than other Goods, be over-ruled by any Majority, to contribute according to the Proportion of Freight he pays; which would be contrary to Reason.

IV. THE Taxation (if it should be made) must be by giving to the Merchandize the Price that is current at that Time in the Port they are bound to, and according to the Condition they are in, and their Quality. N^o. 1376.

V. IN order to know the Number, Quality, and Quantity of the Goods thrown by Jettison into the Sea, or stolen and taken away by Pirates, that are to enter into such a gross Average, they shall be determined by the Account which the Captain shall give of them, with a legal Justification; and their Value shall be regulated by the Invoices, and Bills of Lading, rating them upon these, according to the Worth that they would have had at the Port they were bound to, if they had arrived in good Order and Condition. N^o. 1377.

VI. WHEN it shall be found that the Quality, Quantity, and Value of some Goods, are not faithfully expressed in the Invoice, and it shall be seen that their Worth is greater than what is given to them therein, those that are saved shall be rated according to their lawful Value, and those that are lost shall only be valued as shall appear in the said Invoices. N^o. 1378.

French Ordinance, N^o. 756.

VII. IF there should be Goods, that have not come into a Bill of Lading, and that have been thrown overboard, or stolen by Pirates, or fallen under any of those Cases which are expressed in the immediately preceding Chapter of this Ordinance, that they should enter into the said gross Average; they are not to be admitted in the Regulation, nor shall any Account be made of them; N^o. 1379.

them ; but if they shall not have been ejected, or stolen, and shall arrive at the Port, they shall contribute as the others that are saved.

French Ordinance, N°. 759.

N°. 1380. VIII. THE gross Average resulting from a Ransom for a Capture, the Wages of the Captain and Sailors shall also contribute to it ; by reason that if they had been carried away with the Ship, and Cargo, in the said Seizure, the said Wages would have ceased, without the Remedy of the Ransom, and they would have suffered greater Damages in the Loss of all. Though it is to be understood, that if the Capture was made in the Voyage from this Port, the Wages earned are to be reckoned to the Day of the Ransom ; and if it happened on Return from another Port to this, they shall be computed from their Commencement there to the Day likewise of the Ransom.

French Ordinance, N°. 643.

N°. 1381. IX. WHEN the gross Average arises from the cutting away of Masts, Loss of Sails, Cables, and other Things of the Ship's Tackle which ought to enter therein, they shall be estimated according to their Value at the Time of their cutting away, breaking, or abandoning, by a legal Judgment, and Examination.

N°. 1382. X. HAVING once liquidated and ascertained the Value of the Ship, Cargo, and every Thing else as is expressed, the gross Average shall be proportionably divided, between the Concerned in the one, and the other, respectively.

Of INSURANCES, their POLICIES, and the Manner of making them.

N°. 1383. I. IN regard that it is customary in this Commerce to make various Contracts of Insurances, as well by Sea, as Land, which consist in the Assurers taking the Risk, Losses, and Contingencies in fortuitous Cases on them, *viz.* for what regards the Sea ; of Shipwrecks, Averages, Jettisons, Captures of Enemies, Detention of Princes, Barratry of the Master and Sailors, Fires, and other unfortunate Accidents that may expectedly, or unexpectedly

pectedly happen to the Merchandize, and other Things; obliging the Assurer or Assurers to pay the Assured the Sums which the Policies shall expresse, according to, and as it is disposed by, the ancient Ordinance of this *Consulado*, confirmed by his Majesty on the fifteenth of *December*, in the Year, One thousand five hundred and sixty; and for as much as Experience has since then demonstrated that from not making the Policies of the said Insurances in due Form, and Perspicuity, many Doubts, Differences, and Law Suits have arisen, to the great Prejudice of Merchants; which to avoid for the future, *it is ordained* that the said Policies are to be made before a Notary, either by the Intervention of a Broker between the Assured and Assurers, or without it, as shall seem best to them; observing that they are to contain the Christian and Sur Names, with the Places of Abode, of the Assurer or Assurers, and Assured; the Value of the Goods, and Things insured; whether for the proper Account of the Assured, or by Commission; the Names also of the Ship, Captain, or Master; the Place, or Port where the Goods, or Things insured are to be loaded; the Road, or Port from whence the Ship is to sail; that to which she is bound for her Discharge; and if she is to touch at several Places, their Names, or the Ports she is to stop at; the Date (with the Day, and Hour) of the Policy; from what Time the Risk is to begin running, and when it shall end at the Port she is bound to; the Sum or Sums, which each Assurer shall take to his Charge, which every one ought to expresse above his Firm; the Premium that according to Agreement is to be paid for the Insurance, with Declaration of having received it down, or in another Manner; the Obligation to be given by the Assurer, to the Assured, to pay, in case of Misfortune, all the Damages that shall supervene to what he shall insure; the Term for the Payment of it; and with expresse Submission to the Decree of the *Consulado* of this Town; and to be bound, and to go by the Contents of this Ordinance, without making use of any Pretext to submit to others of these Kingdoms, or foreign ones.

II. THE Policies of Insurance which shall be made between the Parties, or by means of a Broker, are to have the same Force, and Validity, as those passed before a Notary by a publick Writing; and equal Faith and Credit is to be given to them,

No. 1384.

them, that they may be complied with, kept, and executed, although they should want some Force, or instrumental Clauses, which by the Notaries ought to be inserted: and to avoid Ignorance, and that all may know how to act in these Cases, there shall be inserted at the end of this *Chapter*, two Formularies of Policies; and besides there shall a Number be printed of them, of the same Tenor, with Spaces correspondent to what there may be to treat of and adjust between the Parties, that they may there extend it accordingly; that every Merchant may have those in his Power, which he shall want according to his Dealings, that have obtained the royal Approbation of this Ordinance.

Nº. 1385. III. WHEREAS it may happen that a Merchant may have Goods, or other Things, in some Parts of *America*, or in other foreign Dominions, without knowing positively the Names of the Ships, and Masters in which their Correspondents are to load them, nor the Time in which they may sail; in such Cases the Assured shall make known to the Assurer this Circumstance of Uncertainty, and according to that, and what others occur of Doubt, they may agree upon a conditional Policy, regulated according to them: and this also shall have the same Force and Validity, as those of the Quality before expressed; and in case of Misfortune, the Assured shall be obliged to manifest to the Assurer a justifiable Instrument of it, and of having had his insured Effects embarked in the Ship that shall have suffered.

Nº. 1386. IV. IT happening that some Shipper, Captain, or Super-cargo, would insure the Value of their Ship and Loading, or Part of it, going undeterminately to sell it where it should be most convenient; in this case the Assured ought to advise the Assurer of the Uncertainty of the Voyage, with the other Circumstances, and the Orders she carries, that in Proportion to the Stops that they shall suppose may be made, and the Risks that may supervene, they may regulate, and agree upon the Premiums that shall be paid; expressing all these Circumstances in the Policy, and what others shall offer and be convenient.

Nº. 1387. V. WHEN an Assurer shall insure Goods, or other Things, of one who is in Partnership with another, or others, without
expres-

expressing that the Sum insured appertains to the Company; it shall be understood that the said Insurance is only for the particular Account of the Assured: but when he would make an Insurance for the said Company's joint Account, he may do it, expressing it with Perspicuity and Distinctness in the Policy. And on the contrary, Assurers in Partnership with others who are not so, shall likewise express it, declaring in the Policy whether the Obligation they make, is for their particular Account and Risk, or for that of the Company in common.

VI. WHENEVER an Insurance shall be made on a Ship, or Goods, for the Voyage round, of going, staying and returning, it shall be expressed in the Policy with all possible Distinctness, what Premium corresponds to the Risk out; that in case the Return cannot be effected, the Assurer may be obliged to a Restitution of the Premium correspondent to it, with the Abatement of the half *per Cent.* from the Sum to which the Part annulled shall amount; understanding always that the Assured give the proper Advice to the Assurer according to his Obligation, and as will be hereafter expressed. N^o. 1388.

VII. As the making Insurances for a greater Sum than what each Assured is concerned for in a Ship may occasion great Damages, and Inconveniencies; *it is ordained*, that henceforward no Person for him self, nor in the Name of another, shall get more insured than what the Goods, or Things assured, the Customs, Charges 'till on board, and Premiums of Insurance, shall effectively amount to, on Penalty of the annulling such Insurance; understanding it, that the Assured shall be obliged to run the Risk in the whole of Ten *per Cent.* and can only insure the remaining Ninety *per Cent.* But in case the Assurers agree that the whole shall be insured, any one may do it, expressing this Circumstance in the Policy, except the same assured Owner shall sail with his Goods in the Vessel; because in this case he shall be precisely obliged to run the Risk of the Ten *per Cent.* under the said Penalty of Nullity. N^o. 1389.

French Ordinance, N^o. 680, 681.

VIII. IN the Dealings and Trade of the *Indies*, and other remote Parts, which for the great Risk, and other Reasons, may N^o. 1390.

promise greater Gains than the common ones of *Europe*, Insurance may be made on the homeward bound Voyage for as far as twenty five *per Cent.* (besides the principal Concern that the Assured shall have) by way of Profit, but not to exceed this Sum; the Assured declaring to the Assurer, that the said Increase is for Gains which he hopes to acquire, and expressing this Circumstance with Clearness in the Policy.

See *Effigy* § 25, Page 28.

Nº. 1391. IX. IF the Insurance shall be made upon the Ship, Tackle, Apparel, and Charges till her sailing from Port, the Owner of her is to run the Risk of the fifth Part of the Value. As for Example; if the Ship &c. abovementioned shall be worth a thousand Dollars, the said Risk of the Assurer ought to be for eight hundred, and that of the Ship's Owner, for the remaining two hundred; and the Parties shall not by an Agreement, nor in any other manner, alter this Ordinance, since, although they renounce it, and would go contrary to it, the Insurance shall be null, and of no Effect, in respect of what it shall exceed.

By the *French Ordinance*, Nº. 681. Owners of Ships shall run Ten *per Cent.* Risk tho' they declare that they insure the Whole.

Nº. 1392. X. AND because a Lawsuit may happen when a Ship is lost, between the Assurer, and Assured, about the greater, or lesser Value that she might have; it is, to avoid this, ordained, that the Value of the Ship shall be expressed in the Policy that shall be drawn for this Insurance, to which the Assurer agreeing, may not, in case of a Misfortune, attempt a Process, nor excuse the Payment of the four Fifth-Parts that shall be insured.

Nº. 1393. XI. No Insurances may be made, on any Pretext, or Occasion, on imaginary Gains, Masters, and Sailors Wages, nor on Freights not effectively due, on Penalty of its being void; except what is beforementioned, touching the Gains of the Commerce of the *Indies*, in *Number III.* of this Chapter.

French Ordinance, Nº. 677.

XII. NEITHER

XII. NEITHER may Insurances be made upon Mens Lives, N°. 1394.
under the same Penalty of Nullity.

French Ordinance, N°. 672.

XIII. BUT all Sailors, and Passengers may freely get the N°. 1395.
Liberty of their Persons insured; and in this case the Policies
shall contain the Name, Habitation, Age, and Condition of
him who gets himself insured; his Marks, and other Circum-
stances that shall distinguish him; and the Name of the Ship,
the Anchoring Place where she is, and the Port she is bound to;
the Sum to be paid in case of Capture, or Bondage, as well for
the Ransom as Charges of returning; to whom the Money is to be
delivered; and under what Penalty; signifying the Term in which
the Ransom ought to be made, by what Means, and to whose
Care the soliciting of it shall be committed.

French Ordinance, N°. 673.

XIV. IF it should happen that the Assurer having complied N°. 1396.
with the Remittance of the Money insured, for the Redemption of
the Captive, or Prisoner, he should die before being ransomed,
or at Liberty; the Recovery of the Money which the Insurer
shall have disbursed, and remitted for the said Ransom or Liber-
ty, shall remain for his Account, and Risk, because in such case
it shall belong to him.

Hamburg Ordinance, N°. 936.

XV. IF any one shall make Insurance for a greater Sum than N°. 1397.
he shall truly have in the Ship, or intend to embark in her,
and she is afterwards wrecked; the Assurer shall not be obliged
to pay more than what the Assured can prove to have had in
her (with the Abatement, and Discount of the Ten *per Cent.*
mentioned in the seventh Number of this *Chapter*) nor to re-
turn any Part of the Premiums which on account of the said
Insurance he shall have received.

XVI. A double Insurance upon one, and the same thing, N°. 1398.
may not be made in this Town, nor out of it, under Penalty of
its being void; but if it shall happen that two, or more con-
cerned in the same Thing, without having Knowledge or

Notice the one of the other, every one for himself makes the said Insurance, it shall remain valid to him that can prove making it first; in which case, to annul the second, or last (as ought to be done) *it is ordained*, that the Assured do punctually repair to make it known to the Assurer, with a legal Instrument that certifies it, in the Term of thirty Day, reckoned from the Date of the last Policy, provided the Assured has not, before this necessary Diligence, any Advice of the Ship's Destiny; and that in this Manner such second, or later Insurances remain null, with their Policies; the Assurer returning to the Assured the Premium that he shall have received from him, by reason of the said Ignorance of the first Insurance, with the Abatement and Discount of half *per Cent.* which he may retain, and keep, for having signed the Policy. But if the Ship shall have happily arrived before said Advice, it shall be judged that the last Assurer, or Assurers have gained their Premiums, and ought not to restore them: and on the contrary, if the Ship, and Cargo, or what of them shall be insured, shall be totally, or in Part lost, and this appears to the last Assurers before they were acquainted with the said first, and preferred Insurance; in this case, both the first and last shall proportionably make good all the Damages or Loss of what is insured; and if some of them shall at that Time be found to have failed, the rest shall supply what shall be wanting, in proportion to what they have insured, having their Redress for what is so supplied against the said Bankrupts.

- N^o. 1399. XVII. NEITHER may any Person get the Sum insured that he shall take on Bottomry, on Pain of Nullity; but the Person or Persons that shall lend it, may, for the bare Sum which they shall have advanced, without including the Premiums that they have received for it, under the same Penalty.

French Ordinance, N^o. 678.

- N^o. 1400 XVIII. WHEN Insurances are made on Goods corruptible in their Nature, and others which by Time, or during the Voyage, damny, waste or lose of themselves; it must be understood, that the Damages and Wastes, which they shall so receive, shall be for the Assurer's Account.

French Ordinance, N^o. 691.

XIX. But

XIX. BUT the Assurer shall be obliged, and subject to make good all the Losses and Damages that shall happen to the Assured, from the Ship's bulging; bad Caulking; Rats; want of Necessaries; Wreck; Stranding; Boardings; Change of Voyage or Vessel; Jettison; what shall be consumed by Fire; what shall be taken, and pillaged; Detention of Princes; Declaration of War; Reprisals; Barratry of the Master and Sailors; and in general for any other fortuitous Cases, expected, or that may unexpectedly happen. And because it occurs in this Port of *Bilboa*, that Ships of greater Burthen anchor and remain riding in *Olavega*, and as low down as *Portugal te*, not being able to get up, for want of Water, and for this Reason deliver their Goods in Lighters, and other small Vessels, to convey them to the Moles, and landing Places of this Town; it is declared, and ord^d in d^t, that the Assurers are to run the Risk of the Wrecks, and other Accidents that may happen at the Time of unloading in *Olavega*, and other Parts, to the said Lighters, and other Vessels, until the Goods and other Things insured are landed on the aforesaid Moles, and Landing-Places of this said Town; and the same is understood of the Risks of the Goods insured, that are loaded from the said Moles, in any Sort of Vessels; since from that time the Assurers Risk must commence, and continue until they are landed in the Port they are bound to, except the contrary be expressed in the Policy.

French Ordinance, N°. 688.

XX. IF any Insurance shall be made without Fraud, exceeding the Value of the Goods loaded, it shall have Force to the Amount of its Value; and in case of Loss, the Assurers shall every one be obliged to the Payment of the Quota of the Sums insured by them.

French Ordinance, N°. 687.

XXI. WHEN the Assured shall advise the Assurer (at a Time when they shall not have had any Intelligence, good, or bad, of the Ship's Proceedings) that in the Insurance made the Sum exceeded the Value of the Thing insured; the Assurer shall be obliged to annul the Excess, restoring the Premiums correspondent to it, to the Assured, with the Discount of half per Cent.

XXII. WHEN-

Nº. 1404. XXII. WHENEVER the assured Owner of the Ship or Goods shall intend to change the Voyage (whatsoever Motive he may have for it) he shall be obliged first to make it known to the Assurer, to the end that he agreeing thereto, it may be remarked, and expressed in the Policy; otherwise the Insurance made shall be null, and the Premiums returned, with the Abatement of half *per Cent*. But if the said Assured shall, without giving Notice to the Assurer, make an Alteration in the Voyage, the Assurer shall be deemed to remain free, and without any Obligation to return the Premiums; but this shall not be understood to hinder the Master, or Captain of the Ship insured from the Liberty to enter (tho' out of his Course) into any Ports or Creeks, for fear of Enemies, Storms, or other Accidents, either to refit, or for Security, according as Necessity shall require; for in such Cases, arising from a Regard to the common Benefit of Ship and Cargo, the Insurances are to continue.

French Ordinance, Nº. 689.

Nº. 1405. XXIII. IF after having insured on Ship, or Goods which continue in Port, and before their putting out to Sea, the Owners of the Ship, and Cargo, shall from whatsoever Motives agree, that the Voyage shall not take Effect; in this case, the Assurer, or Assurers shall be obliged to annul the Insurance, and return the Premiums, with the Abatement of half *per Cent*.

Nº. 1406. XXIV. WHEN the Insurance shall be made upon Ship, and Tackle for a limited Time, without Assignment of the Voyage, or Description of Ports; it shall be adjudged that the Assurer has complied, and remains free from the Risks, the Day on which the Time expressed in the Policy shall finish.

French Ordinance, Nº. 696.

Nº. 1407. XXV. INSURANCES may be made on Ships, Effects, and Merchandize perished, stolen, or damaged, even after the Loss, Robbery, or Damage; but if the Ship, Effects, or Merchandize, shall have perished, been stolen, or damaged, a long time before *that* in which the Insurance was made (whether by Sea, or Land, making the Account by Land of a League *per* Hour, Night and Day) the Insurance shall be held as null, with-

without Liberty of hearing it in Judgment, or admitting any Proof which the Assurer may want to offer, that he had no Advice, good, or bad, unless it be expressed in the Policy that the Insurance is made upon bad, or good Advice; for then it shall be valid, if the Assurer cannot prove (by the Means permitted by Law) to the Assured that he knew of the Loss, Robbery, or Damage, before making the Insurance.

XXVI. IF the Assurer, having Advice of the Ship's and Goods Arrival that he shall insure, signs a Policy, the Insurance shall be null. N^o. 1408.

XXVII. WHEN it shall be proved against the Assured, that he made the Insurance after having Advice of the Loss, or Damage, he shall be obliged to return to the Assurer what he shall have received from him, with fifty *per Cent.* more, by way of Penalty, which shall be applied to the Benefit of the River's Mouth; and if the Assured shall likewise be able to prove that the Assurers, or any of them, knew of the Ship's Arrival at her destined Port, at the Time in which they signed the Policy, he, or they, shall be obliged to restore to the Assured the Premiums, and besides be mulcted likewise in Ten *per Cent.* of the Principal of the Insurance, to be applied as that above; but with the Distinction, that both the said Premium, and Penalty are to be paid by him, or them, that it shall be proved had the Advice for himself, and the rest. N^o. 1409.

XXVIII. EVERY Assurer, as well as the Assured, ought, when they shall go to sign a Policy, or to treat, and agree on the Premium, to manifest to the Person, who shall intervene, the good, or bad Advices that they shall have of the Ship, and Cargo; that they may thereon treat of an Agreement for the Premium. N^o. 1410.

XXIX. WHENEVER the Assured has any Advice of the Ship's being forced out of her Course; an Average; the Captain's Death; or of any other Misfortune happening to what shall be insured, he shall communicate it to the Assurer, or Assurers, *viz.* they being of this Town of *Bilbao*, immediately on his having the said Advice; and being distant, he shall advise him who by their Order shall have made the Insurance, without losing a Post, that he may communicate it to the said Underwriters. N^o. 1411.

XXX. WHEN-

Nº. 1412. XXX. WHENEVER a Loss, or Mischance happens to the Thing insured, and the Assured, on advice of it, would make a Cession and Release in favour of the Assurer, or Assurers; he ought to perform it without the least Delay, and in the Court of the *Consulado* of this Town; and the Assurers being in it, he shall make it known to them judicially, that if it seem well to them, they may repair, or nominate a Person who may assist for them, at its Recovery: but the said Assurers being abroad, the Assured ought to constitute himself their Representative, with the Authority of the Prior and Consuls, to take care of, recover, and save what is abandoned, without Prejudice to the Cession made, and the Right he shall have, in the one and the other Case, of having Recourse against the Assurers, that they pay him the Damages, Charges, and what shall besides follow to him.

Nº. 1413. XXXI. No Abandoning can be made, but in Case of Capture, Naufrage, Bulging, Stranding, Embargo of Princes, or an entire Loss of the Thing insured; any other Damages happening shall only be reckoned as an Average: the which shall be regulated among the Assurers, proportioning it according to the Interest they shall have in it.

French Ordinance Nº. 708.

Nº. 1414. XXXII. NEITHER can an Abandoning be made of only a Part of the Goods, and reserving the rest, but of all that are insured; nor of the Hull of a Ship that has not suffered Damage in an essential Part, and which can fail.

French Ordinance Nº. 709.

Nº. 1415. XXXIII. WHEN a Cession or Abandoning is intended to be made, by reason of a Prince's Detention; it cannot be done till after six Months, reckoned from the Day on which the Embargo or Detention was notified to the Assurers, this being done in any Ports of *Europe*; and if it should be in those of *America*, or others equally remote, in a Year, to be reckoned as before expressed: but if the Assured should have Advice by a justifiable Instrument, that the Ship was found unable to pro-

proceed, or the Goods mostly damaged; he may in this Case make the said Cession immediately, without waiting the Term appointed.

French Ordinance N^o. 711.

XXXIV. WHENEVER for the Causes expressed in the preceding Number, it shall happen that the Assured is to stay the six Months, or a Year, aforesaid, for the said Cession; *it is declared, and ordained*, that if he shall ask the Assurer for Bail, or Security, for the Concern insured, or the Damages that shall result, it shall immediately be given him, in respect to the Delay of said Term; during which, and until the Determination, and ending of the Embargo, the Assured shall be under Obligation to use all necessary Means to obtain the Liberty, or Discharge, of the Ship, or Effects detained; and likewise if the Assurer or Assurers shall find themselves in a nearer Situation, they may use the same Endeavours for the common Benefit, if it suits them. N^o. 1416.

XXXV. IF any Ship, or Ships insured, with, or without Goods, shall be detained by his Majesty's Order (whom God preserve) in the Ports of these Kingdoms of *Spain*, before commencing the Voyage she is bound on, it shall be judged that no Cession can be made of them, but rather the Insurance in such Case ought to be held for null the Assurer or Assurers returning the Premiums, with the Discount of half *per Cent*. N^o. 1417.

French Ordinance N^o. 714.

XXXVI. The justifiable Instruments of the Cargo and Loss of the Goods insured, and abandoned, the Assured ought to manifest, and present to the Assurers, after the Cession of them, and before they pretend Payment, unless by an express Condition in the Policy the Assurers shall have agreed to release the Assured from this Obligation. N^o. 1418.

XXXVII. IF it shall happen that a Ship, and Goods insured, either going to, or coming from any Port of *Europe*, shall not appear in *that* she is bound to, nor in any other, nor any Advice shall be had concerning her, in a Year's Time to be reckoned N^o. 1419.

from the Day of her sailing from Port; in this Case, the Assured may, if it suits him, make his Cession, and demand of the Assurer the Amount of the Things insured, which he ought to pay fairly, and punctually: and when the Navigation shall be to any Ports of *America*, and other Regions equally remote, the said Abandoning, and Payment of what is insured, may also be made, and demanded in two Years, reckoned in like Manner from the Day in which the Ship began her Voyage.

French Ordinance N^o. 720.

N^o. 1420. XXXVIII. AFTER that the Assured shall have abandoned the Ship, or Goods insured, they are to appertain to the Assurer, or Assurers, without the Assured's having any Right to them, although they should happily arrive at the Port they were bound to; and the said Assurer, or Assurers, may not (for any Motive, or Pretext) omit to satisfy and pay, according to Agreement, all the Value, and Amount of what every one shall have insured, so that none may excuse complying with what touches him, in any Manner.

N^o. 1421. XXXIX. THE Captain, or Master that shall load Goods in his Ship, for his own Account, or by Commission, and shall get them insured, shall be obliged to leave in the Power of a Person of the Insurer's allowing, a Bill of Loading, and Invoice, and Account of them, and their Value, signed by the Pilot, or Mate of the same Ship; under Penalty of the Insurance being vacated, in case of Misfortune.

French Ordinance N^o. 724.

N^o. 1422. XL. WHEREAS Experience has demonstrated, that some Captains, or Masters of Ships (by reason of being insured, or for not having a Concern in them) seeing some other Ship at a Distance, without encountering it, or making Resistance, or knowing whether she is a Friend or Enemy, failing in their Obligation, have forsaken them, and thrown themselves ashore, to the great Prejudice of the Concerned in them, and their Cargoes; *it is ordained*, that in such Cases the Insurances that shall be made upon the Hulls of such Ships and their Furniture so

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abandoned, without being really taken, be void ; though without understanding hereby, that those who shall be Assurers of the Goods, remain free ; on the contrary they ought to pay the Sums insured upon the said Goods, in regard that the Owners of them had no Share in the Negligence and Fault of the Captain and his Crew.

XLI. IN case that a Ship, and Goods, on which Insurance N^o. 1423. shall have been made, should be taken, the Assured may ransom his Effects without waiting for an Order from the Assurers (if he shall not have been able to give them Advice of it, provided he does as it soon as he can, with a Specification of the Agreement made in this Affair) in which case, and when the Assurers know it, it shall be in their Option to take the Things insured for their Account, in proportion to what is insured by each one, paying the Assured the Sums they shall have insured, and the Expence of the Ransom ; but if the said Assurers should not agree to take for their Account the insured Things that shall be ransomed, they shall continue to run the same Risk of the Insurance until its Completion, besides paying the Ransom.

French Ordinance N^o. 728, 729.

XLII. IF a Ship shall be incapable to navigate, by the Detention of Princes, or Defect of the Hull, in which the Goods insured shall not be comprehended ; the Assured, by himself, or by others, may have them passed to another, or other Vessels, without the Insurers being thereby deemed to remain free of the Risks, to which they obliged themselves by the Policy made on the first Vessel : on the contrary, they ought to continue them in those, in which they shall be newly laden, unto the Port they are bound to ; and besides, they are to pay to the Assured all the Charges that was occasioned by the Unloading and Removal of them. N^o. 1424.

XLIII. THE Assurers may get themselves insured by others N^o. 1425. (for more, or less Premiums than those received) for the Sums which they shall have insured ; and the Assured may likewise reinsure themselves by others, as well for the Premiums that

they paid, as for the Contingency of the Recovery from the first Assurers; expressing the Circumstances of the one, and the others in the Policy.

Nº. 1426. XLIV. RISKS by Land may also be insured; such as the Recovery, or Payment of Sums trusted; Transactions of Carriers of Goods, and any other Effects, which may or are obliged to be transported; with whatsoever other Contingencies that can happen in a terrestrial Commerce.

Nº. 1427. XLV. THE Assurers shall be obliged to pay to the Assured the Sums that touches them of the Damages or Losses, which they shall prove the Goods, or other things insured, to have suffered, until their Delivery in the Port they are bound to, within thirty Days to be counted from *that*, in which the said Proof shall be shewed them; unless a fixed Time for the said Payment be expressed in the Policy.

Nº. 1428. XLVI. IF the Case should happen, that after a forcing into any Place, where there shall be a gross Average, for which the Assurers shall have paid what touched them, in the Sequel of the Voyage another or others shall happen, and before arriving at the destined Port the Ship and Goods shall be lost; the Assurers of the one, and the other, shall be deemed obliged to pay entirely the Sum insured on each, with the Charges besides, if they shall newly have occasioned any, without the Discount of any Payments which they shall have made for gross Averages that shall have preceded the total Loss; in regard that all Assurers, in Consideration of the Premiums received, ought to be subject to whatsoever Contingencies, and Damages (articled in the Policy) may happen in the Voyage, putting themselves in the Place of the Assured.

Nº. 1429. XLVII. AND if the Assured shall not appear to demand of the Assurer the Amount of the Loss, and Damages of the Things insured, within a Year, reckoned from the Day in which he had the Advice of the said Loss, or received the Things so averaged; the Assurer shall be judged to remain free from paying him any Thing, by reason of the Omission, and Negligence of the Assured.

XLVIII. AND

XLVIII. AND when in the same Policy of Insurance the Parties shall not agree on any Abatement in the Payment of the Sums insured, or Damages that shall happen; it shall be judged that the Assurers ought to pay the said Sums entirely, and without Discount, or any Abatement. N^o. 1430.

XLIX. IF the Damages of Ships, Goods, and other Things insured (including the principal Value of all) shall not exceed Three *per Cent*. the Assured shall be judged to have no Recourse against the Assurer, to demand any Thing of him for it; and when the Damages shall be in Wool, or Flocks insured, they ought to amount to Ten *per Cent*. for the Assurer to be obliged to make them good, unless that the Assurer obliges himself in the Policy of Insurance on the one, and the other Goods, to make entire Satisfaction for all Damages; for in such Case he ought to pay them. N^o. 1431.

L. AND for a Form, or Example of the Policies of Insurance, which are to be made, two are placed here, as was provided in the second Number of this Chapter, besides those (as is there also expressed) that shall in due Time be printed, with Spaces in their proper Places, that every Merchant may have in his Power those that, according to his Business, he thinks he shall want. The Tenor of those put here, one of Merchandize, and the other of Ships, is this. N^o. 1432.

“ IN the Name of God, *Amen*. Be it known to all Men, N^o. 1433.
 “ that we the Persons who at the Foot of this Policy firm our
 “ Names, do thereby take to our Risk, and Adventure, that which
 “ shall run on *so many Bales of such sort of Goods, valued at so much,*
 “ *which such a one, Inhabitant of such a Place, loads in the Ship*
 “ *named, so; whose Captain, or Master, is such a one* (or any other
 “ who shall go out in her as such) which at present is riding, and
 “ anchored *in such a Port*; and, Providence permitting, is to
 “ make a Voyage from it, to *such a Part*; and we run the said
 “ Risk, from *such a Day*, or from the Moment, and Hour,
 “ that the aforesaid Bales, and Goods shall be loaden in the
 “ said Ship, and all the Time that they shall be in her, and
 “ spend in arriving at *such a Port*, and that of the Discharge,
 “ in Boat, Lighter, Pinnace, or any other sort of Vessel, until
 “ they

First, A Policy on Goods.

Ordinances of Bilbao

“ they are, God pleasing, in *such a Place*, in good Safety, with-
 “ out the River’s Mouth. And in performing the Voyage, the
 “ said Ship may sail backwards, or forwards, to the Right,
 “ or to the Left, and touch wherever is necessary; loading,
 “ and unloading according to the Will and Likeing of the said
 “ Captain, or Master, without its being deemed an Alteration of
 “ the Voyage. And the said Risk we take is of the Sea, Winds,
 “ Friends, or Enemies; Fire; Barratry of the Master; and
 “ Detention of Kings, Princes, and States; and the Damages,
 “ Losses, or Wastes, which the said Goods shall receive at Sea,
 “ by the abovesaid, or by any other Danger, or Hazard they
 “ run; we take them on us to pay them, to the said *such a*
 “ *one*, and to him that shall have his Power, proportionably
 “ without attending among ourselves to the being first, or last
 “ [or it shall be said] for to pay them to the said *such a one*,
 “ or to whom shall have his Right, every one of us in the Sum,
 “ which each of us shall express at the foot of this Policy, and
 “ no more; with the Condition, that the said Goods being put
 “ in Safety in the Place of *such a Part* without the River’s
 “ Mouth, it be acknowledged that we have complied with
 “ our Obligation; and *this* to be in itself null, and of no
 “ Value or Effect; and if (which God forbid) by a Storm, and
 “ with the Opinion of the Pilots, Mariners, and Passengers, to
 “ save the Lives, or to ransom them, or for any other common Be-
 “ nefit, it shall be expedient to lighten the Ship, let it be done,
 “ without waiting for our Consent; or let them carry the Goods
 “ to the most convenient Part, and there sell them by judicial
 “ Authority, and we will pay the Costs and Charges which
 “ they shall occasion, although there be no Proof, nor Testi-
 “ mony; for we *will*, that the said Charges, Damage, and
 “ Waste, which from thence shall occur to the said Goods, rest
 “ upon the Oath of the said Captain, or Master, or of the Af-
 “ fured, and his Representative; and in these, and other Cases
 “ in which the Damage, or Loss of said Goods appears, we
 “ oblige ourselves, on the said Time of this Insurance expiring,
 “ to the Payment of the Sum that it shall import, distinguished
 “ in the Oath of the said *such a one* the Affured, or of him
 “ that shall have his Power, without admitting any Excep-
 “ tion, although we have it lawfully, and of Right; because
 “ we make this Policy at all our Risk, Hazard, and Adventure,
 “ and

“ and with all the Conditions, Strength, and Firmness, contained in the Ordinance lastly made by the University and House de Contratacion of this Town of *Bilboa*, and its *Conjulado*, which is confirmed by his Majesty (whom God preserve) all which we acknowledge as if inserted *verbatim*, and we confess to have seen, and understood it. This, for as much as there is to be paid us in ready Money, *such a Sum* [or there has been paid us] which corresponds to *so much per Cent.* as a Premium for this Insurance; which is made in *such a Part, such a Day, Hour, Month, and Year.*

This Policy is signed at Foot, and it is usual for every one afterwards to explain the Sum he must pay of the Risk, in this Manner.

“ I, *such a one*, Inhabitant of *such a Part*, one of those contained in the above Policy, am content to run the Risk in the aforesaid Ship, named *so*, for the Goods which the said *such a one*, shall, or has loaded in her, in the Voyage from *such to such a Part*, for *such a Sum*, of *such Money*, which I am to pay, if lost by the Causes, and according to, and as is expressed in the said Policy; and for it I declare to have received from the said *such a one*, *such a Sum*, for Premium, at *so much per Cent.* from his Hand, or by that of *such a one*, an Exchange and Bill Broker of this said Town, and I signed it in *such a Day, Month, and Year*”. And so all the rest that shall insure on the Policy, shall sign; although these Declarations may very well be incorporated in the Policies, when they are executed before a Notary, accommodating them as shall seem best to him who shall draw them; observing that they are wont likewise to bear some distinct Clauses from those expressed in the Place above: And that every one may take which of them may seem best; they are in this Manner.

“ And the Assured must give us Security to our Satisfaction that he will be obliged to abide by the Sentence which shall be imposed, if the Case shall arrive, that we should pay some Losses, or Damages, on the Merchandize that we insure, and should afterwards prove that it was unjustly recovered; that in such Case he restore, and pay it.

“ That

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“ That if by this Insurance we shall owe some Dues, Averages, and Expences, and they shall not be asked of us in the Time appointed in said new Ordinance of the House *de Contratacion* and *Consulado* of this Town, the said *such a one* must lose his Right to demand them of us, and we are to remain free from this Obligation.”

And executing the Policy before a Notary, after the Conditions, and what besides shall be adjusted between the Parties, shall be put in it, according to the Manner already expressed; *it shall be added*: “ And to the Performance, and Payment of what is said we oblige ourselves, with our Persons, and Goods that we possess and may acquire; and we give Power to his Majesty’s Justices, and especially and expressly to the Tribunal and Court of Messieurs the Prior and Consuls of the University and House *de Contratacion* of this said Town, to whose Jurisdiction we submit, and renounce our Habitation that we have, and may gain anew, and the Law *Si convenit de Jurisdictione omnium judicum*; and the last *Pragmatica* of the Submissions, and the Laws besides in our Favour, and the general; that the said Tribunal, and no other Court whatever, may compel us, as by a Sentence passed authoritatively in a thing determined, and consented to by us: and we so execute it before the present Notary, in this said Town of *Bilboa*, *Day*, *Month*, and *Year* (with the *Hour*) Witnesses, and Testimony of being known.

Note, The reason of putting the Hour, is, because ’tis so directed in the new Ordinance. And the Policy of Insurance on Ship alone, without including Goods (although both the one, and the other may be done) shall be in this Manner.

N^o. 1434.
Second,
a Policy on
Ship.

“ IN the Name of God, *Amen*. Be it known to all, that we the Persons who at the Foot of this sign our Names, are content to insure, and we do insure, *such a one*; Inhabitant of *such a Part*, upon the Ship named, *so*, her Apparel, Guns, and Ammunition; of *so many* Tuns Burthen; which is now riding at Anchor in *such a Part* of the Bay; whose Captain, or Master, is *such a one*, appertaining to the said *such a one*, or to any other, to whom she may, and ought to belong; and is appraised, and valued in respect to us, at
“ *so*

“ *so many* Dollars of Plate, which is her real Worth ; the which
 “ said Risk we take, and run, for the Premium of *so much per*
 “ *Cent.* which we have agreed for, and confels to have received
 “ from the said *such a one*, in ready Money, wherewith we
 “ acknowledge ourselves to be content, and paid to our entire
 “ Satisfaction : upon which we renounce the Laws of the *Non*
 “ *numerata pecunia*, and the rest to that purpose : and the said
 “ Risk is to begin to run, and we run it, from this present
 “ Time, or from the Day, and Hour, that the said Ship de-
 “ parted, or shall depart, went under sail, or shall go under
 “ sail, this present Voyage, from the said Port of, *so*, until (with
 “ whatsoever Stop, or Stoppings she shall make in Prosecution
 “ of it, as well backwards, as forwards, or to one side, or the
 “ other, in any Port, or Ports, Creeks, Bays, and Roads, as
 “ well by Force, as voluntarily) she shall arrive at, and get
 “ into the Port of, *so*, where she is bound to, and there cast
 “ Anchor, and twenty four natural Hours have passed afterwards.
 “ The Risk that is to be, and run for our Account in the said
 “ Voyage, is of the Sea ; Friends ; Enemies ; Fire ; Wind ;
 “ Land ; Tides ; counter Tides ; Reprisals ; Detention of a
 “ King, Lord, or Community ; and of any other fortuitous
 “ Case, thought, or not thought of, which during the said
 “ Voyage shall happen to the said Ship, her Apparel, Guns, and
 “ Ammunition, in such Manner, that for any Loss which shall
 “ be in it, we are to pay to the said *such a one*, or to whomsoever
 “ shall have his Power, that which shall correspond to every one
 “ of us, of the Sum that each shall put at the Foot of this Policy,
 “ or the Part that shall touch us of such Damage, or Loss of
 “ the aforesaid Ship, Apparel, Guns, and Ammunition, at a
 “ *pro rata*, and Proportion, within the Term prescribed in the
 “ last Ordinance of the University and House *de Contratacion*
 “ of this Town of *Bilboa*, confirmed by his Majesty (whom
 “ God preserve) fairly, and without any Lawsuit, or Debate ;
 “ and without our being heard, unless that before all things
 “ we have disbursed the said Sums that we shall have put upon
 “ our Firms, or the Part which according to them shall touch
 “ us of the said Damage, or Loss, to the said *such a one*, or to
 “ whom shall represent him : provided he first gives us Sureties,
 “ who do not enjoy any ecclesiastical Privilege, or of Nobility,
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“ and that have Estates, (Fiadores legos, Llanos, y abonados)
 “ Merchants, Inhabitants of this said Town, that he will ap-
 “ pear, and abide by the Sentence that shall be given, and pay
 “ what shall be determined by Messieurs the Prior, and Consuls
 “ of the said University and House *de Contratacion* of it, in case
 “ that on our part the Exception against the Action of demand-
 “ ing, and recovering from us the said Insurances be not set aside
 “ as not proved. And it is a Condition, that if in the afore-
 “ mentioned Voyage of said Ship, any Loss, or Damage shall
 “ happen to her, her Apparel, Guns, and Ammunition ; what
 “ shall be necessary to assist in saving or benefiting her, or
 “ what shall be convenient for her Advantage, may be done
 “ by the said *such a one*, and his Representative, or by the
 “ aforesaid Captain of the said Ship; and besides that they
 “ command, and govern it, without being obliged to notify it
 “ to us, or to take our Orders ; and the Costs, and Charges
 “ that they shall expend, we will pay, besides the Principal,
 “ although nothing be saved. And we oblige ourselves to all,
 “ according to, and as it is contained in this Policy, with our
 “ Persons, and Goods which we possess, and may acquire ;
 “ every one of us for what may touch him ; submitting our-
 “ selves, and taking this Risk and Insurance conformable to
 “ the said Ordinances of the said University and House *de Con-*
 “ *tratacion*: and that they may compel and force us to a Perfor-
 “ mance, we give Power to the Justices of his Majesty, and espe-
 “ cially and expressly to the Tribunal and Court of Messieurs the
 “ Prior and Consuls of the said University and House *de Con-*
 “ *tratacion* of this said Town of *Bilboa*, to whose Jurisdiction
 “ we submit ourselves, and renounce our Domicile that we have
 “ and may gain anew, and the Law, *Si convenerit de jurisdic-*
 “ *tione omnium judicium*: and the last *Pragmatica* of the Sub-
 “ missions, and the Laws besides in our Favour, and the gene-
 “ ral ; that the said Tribunal, and no other Court whatever
 “ may compel us, as by a Sentence passed authoritively in a
 “ thing judged, and consented to by us : and so we execute it
 “ before the present Notary in this said Town, on *such a Day*,
 “ of *such a Month*, and Year ; with the Hour, Witnesses, and
 “ Testimony of their being known, &c.

Of the Contracts of Money or Goods that are given on Bottomry, or Risk of a Ship; and the Form of the Bonds.

I. **A**S it is usual in this Commerce to give and take Money N^o. 1435. and Effects on Bottomry, or Risk of Ships, for certain Interests, or Premiums, upon Ships Bottoms, Apparel, Provisions, Arms, and other Necessaries for a Voyage, or Voyages, or upon Goods or Effects loaden in them for any Ports, and Voyages, with Condition that the Ships arriving at those they are bound to, the Lenders are to remain free from the Risk of such Sums for the Recovery of their Principals and Premiums at the Time agreed on: *it is agreed*, and *commanded*, that in such Cases, they make Writings, or Contracts before Notary Publicks, or between the Parties, by means of a Broker, or without him, according as it has been, and is customary; with the Contracts, Clauses, and Circumstances, in which they shall agree, and covenant: and that to the one, and the others, entire Faith, and Credit be given.

II. **WHEN** Money shall be taken by a Person or Persons at N^o. 1436. Bottomry, upon a Ship, and her Appurtenances, or upon Goods that shall be loaden in her; *it is ordained*, that besides the general Obligation, of Persons, and Effects of the Borrower, the said Ship's Furniture, and Freight that she shall gain, ought especially to be hypothecated in Favour of the Lender, or the Goods upon which it shall be lent, or those that with such Money shall be bought; expressing it in the Writing, Contract, or Policy that shall be made to this Purpose.

III. **No** more than three quarter Parts of its Value may, for N^o. 1437. any Motive, be taken at Bottomry on the Body, and Keel of the Ship, appraising it by skilful Men, named by the Borrower, and Lender; on Penalty that on acting to the contrary, and it being opposed by either of the two, it shall not be heard, nor admitted in Judgment.

Nº. 1438. IV. NEITHER on Goods loaded may it exceed the Value that they shall have in the Port where the Risk shall begin to run; on Penalty that if the contrary be proved, the Borrower shall pay the principal Sums, and their Premiums, although the Loss of the said Goods should happen.

Nº. 1439. V. NEITHER may Money, or Effects be taken on Bottomry or Risk of Ship, upon Freights, or Sailors Wages, when they shall be in Voyages regulated by Months; but it may be given to the Captains, Officers, and Sailors, that shall sail to the Whale, and *Bacallao* Fishery; the Captain's Intervention and Consent preceding, for what regards the Seamen.

Nº. 1440. VI. IT is likewise ordained, that no Person give, or deliver Money at Bottomry to a Captain, or Master of a Ship, in the Place where the Owners Proprietors of her shall be, or reside, without their Consent in writing, altho' it be to repair her, or for providing of Victuals, or any other Cause for her Advantage; on Penalty that, on doing the contrary, if it be opposed, or Differences arise about its Recovery, the Lender shall have no Recourse to the Mortgage of the said Ship, Appurtenances, or Freight. But in case that one, or more of the said Owners, and Concerned in her, shall refuse to contribute their Share, when it shall be wanted for the said Repairs, and her fitting out, the necessary Sums may be given, and taken, the Intimation to said Owners (which ought to precede) appearing, and their Repugnancy; with which Circumstance, the Ship, and its Freight shall remain hypothecated for the Security.

Nº. 1441. VII. WHEN any Person who has given Money on Bottomry, did not recover it, on the Voyage being finished, or at the Term stipulated, either through his Omission, or other Motives, but leaves it longer at the same Bottomry; and afterwards another, or other Persons, shall for another or other Voyages lend new Sums to the same Borrower; it is ordained, that in Regard of its Recovery, such Persons as gave the Money last, shall be preferred to those who had given it for the antecedent Voyage, or Voyages.

We shew in our *Essay*, § 23, Page 24, that when the Expedition of a Ship lies at Stake for want of finding the last Money on Bottomry, he who lent

lent last ought to have the Preference in Payment before all others, because without his Loan the Ship could not have prosecuted its Voyage, and so the Payment of the others could not at all have become due ; and for the same Reason, when a Ship being in Distress on its Voyage puts in somewhere for want of Necessaries or making Repairs, the Lender of such last-given Money ought to have the Preference before all others, because it was given for their common Safety and Benefit: which Consideration in this Article, as in the *French* N^o. 654, seems not to have been well comprehended, but is confounded with Omissions and voluntary Prolongations.

VIII. IF the Goods upon which Money shall have been lent at Bottomry, suffer Damage from their own peculiar bad Quality, or by Negligence, and Fault of the Masters Proprietors, or Merchants Shippers, on the Ship's Arrival at the Port she is bound to, it shall not be for the Account of the Lender of the Money ; but he that received it ought nevertheless to pay him the Capital entirely, and its Premiums ; unless it has been agreed in the Writing made about it, that he should likewise run the Risk of Damages, or Averages, of the Quality aforesaid. N^o. 1442.

IX. IN regard that all Jettisons, Ransoms, Compositions of Ships, Masts and Rigging cut away for the common Good of Ship and Cargo, and whatever else is comprehended in a gross Average, always results to the Advantage of him who shall have given Money on them at Bottomry ; *it is ordained*, that he, or they ought to contribute in these Cases to the Payment of the *pro rata* that shall touch them, but not to single Averages, unless the contrary shall have been agreed on in the Instrument, or Contract, as is expressed in the preceding Number. N^o. 1443.

X. IN case that in the Writing or Contract made upon what is lent at Bottomry, the Time from which the Risks ought to run, shall not be noted ; *it is ordained*, that for what touches the Ship, Rigging, Apparel, and Provisions, they shall be deemed to begin to run, and that they do run, from the Day in which she shall get under Sail ; and that they shall finish twenty four Hours after she shall anchor, and moor, in the Port she is bound to ; and for what regards *that* given on Goods, they shall begin to run from their first commencing to be loaded in Lighters, or other smaller Vessels, (for the Ships) until they are delivered ashore in the said Port they are bound to. N^o. 1444.

XI. THE

Nº. 1445. XI. THE Shipper that shall have taken Money at Bottomry upon Goods shall be obliged, in case of their Loss, to justify that he had them really laden for his Account to the full Amount of the Money that he took up, that he may remain free from the Performance of the Agreement.

Nº. 1446. XII. WHEN a Person shall take a Sum of Money, or Goods on Bottomry, or Risk of the Sea, and shall find himself hindered from loading, or interesting himself to the full of all he has taken, and had projected; he shall be obliged to advise the Lender of it in Time, and before the Ship sails, that he may annul, and extinguish the Contract made, for that Part that he shall not have been able to load, employ, or interest himself; and that it shall only remain subsisting for the Share employed, or loaded; and upon the said Advice being given in due Time, and Form, the Lender shall be obliged to conform without Excuse, or Delay, and to receive that Part of the Money or Goods, offered to be returned him, provided it be in the same Specie that he delivered it: on Penalty that on the contrary, although in fact he will or does not receive it, the Borrower is not obliged to pay him more than what shall appear, and be proved that he had laden, employed, or concerned himself in, nor may the Lender may demand of him the Remainder.

Nº. 1447. XIII. A Wreck happening of Ship, and Goods, upon which Part of the Value was given at Bottomry; and the Whole, or Part of her, or them being saved; in this case, *it is ordained* that those who advanced it, shall inherit, and receive in proportion with the other Concerned of the said Things saved, according to the Sums that they shall have, as Sharers and Partners in them and their Produce; deducting the Costs and Charges, at Loss and Gain, as a Company's Account.

Nº. 1448. XIV. WHENEVER such a Naufrage of Ship, and Goods happens, and Insurance shall have been made upon Part of her, or them, in the Form as is expressed in the immediate antecedent *Chapter* of this Ordinance; the Lender of Money at Bottomry, or Risk of Sea, shall be preferred to the Assurers for his Payment, out of the Product of what shall be saved, to the Amount of the principal

cipal Sum that he shall have lent, without including the Premiums, by reason of his special Subjection, and Hypothecation.

XV. ALL the Writings, and Contracts of Money, or Goods given at Bottomry, shall be held as extinguished, by the entire Loss of the one, or the other; he that shall have borrowed it remaining free from the contracted Obligation, and without the Lenders having any Recourse against him, or his Effects. No. 1449.

XVI. AND to obtain the right Method, and avoid Lawfuits, and Differences which are wont to arise between those who give, and take like Money, or Goods on Bottomry, or Risk of the Sea; we here put two Examples or Forms of the Writings or Obligations, that concerning such Contracts or Negotiations are wont, and ought to be made; one of what is given upon Goods, and the other upon a Ship; that having present their Clauses, and Conditions, the Parties may with more Advertency and Knowledge proceed in like Cases, when this Ordinance hath been confirmed by his Majesty (a) (whom God preserve) as it is hoped from his royal benign Proceeding: And the Tenor of such Form of Writing or Obligation of what is given on Goods is this. No. 1450.

(a) This Ordinance was approved and confirmed by King Philip V. and the the Royal Council of Castile, anno 1737.

“ Be it known, that I *such a one*, Inhabitant of *such a Part*, No. 1451.
 “ acknowledge that I owe, and oblige myself to pay to *such a* A Bottomry
 “ *one*, Inhabitant of *such a Part*, and to whomsoever shall have his Bond on
 “ Power or Order, *so much*, for another such Sum that to do Goods.
 “ me a good Office he has lent, given, and delivered to me
 “ in Money for the Purchase of Goods; or them in Specie
 “ that I have bought with it, including in the said Sum the
 “ Premiums of the Risk that shall go declared. And with the
 “ said Sum, Commodities, and Goods, I own myself contented,
 “ and to have received to my Satisfaction, and upon their Re-
 “ ceipt, for not being at present, I renounce the Exception of
 “ the Money, Laws of the Delivery, its Proof, Deceit, and the
 “ rest of this Case, as is contained in them, of which I equally
 “ grant him a Receipt in Form: the which said Sum must go,
 “ and goes running the Risk for Account of the said *such a*
 “ *one*, to *such a Part*, in the Ship named *so*, its Captain *such a*
 “ *one*

“ *one*, which is riding at Anchor in such a Port; upon said
 “ Goods, which are, or shall be put aboard of her; and they
 “ are so many Pieces, Boxes [or what there shall be] with
 “ *such* Marks, or Numbers [which shall be put in the Margin]
 “ which shall go embarked for my Account in the said Ship:
 “ And I warrant them to be worth more than the aforesaid Sum
 “ of this Writing; the said *such a one* being equally a Sharer, and
 “ interested in the Assignment of them, to run the Risks in the
 “ said Ship; the which shall be, and they shall be understood, of
 “ Sea, Wind, Land, Fire, Friends, Enemies, and other unfortu-
 “ nate Accidents thought of, and unthought of, which (God
 “ forbid) may happen to said Ship, by which the said Goods, and
 “ Effects may be lost; and the Loss being total, I, and my Estate,
 “ are to remain free from the Payment and Satisfaction of the
 “ Sum of this Writing, and there shall only remain to the said
 “ *such a one*, the Recourse, if the said Ship shall strike in a Part
 “ where they shall be saved, or something of them, to inher-
 “ rit what shall be so saved, for the Sum of this Writing, and
 “ I, for what they shall be worth more; both Parties remaining
 “ Sharers, and Partners, to the Intent, that abating the Costs
 “ and Charges, what shall remain nett, be parted, and pro-
 “ portioned in Loss and Gain, according to a Company’s Ac-
 “ count: and each Party in what he hath for him, must rest,
 “ and abide by the attested Relation, which the Person who has
 “ run in the Affair shall give, without other Proof; and the
 “ said Risk is to commence from the Moment, and Hour, that
 “ the said Ship shall weigh, and go out of this Harbour to
 “ prosecute her Voyage, and all the Run of it; entering, and
 “ sailing from, any Ports, and Bars, with, or without Cause,
 “ until she really and truly sails, and enters into *that* that has been
 “ mentioned where she is bound to, and shall have cast An-
 “ chor, and twenty four natural Hours have passed; which
 “ being accomplished, the Risk for Account of the said *such a*
 “ *one* shall totally finish; to whom, or to him, or them that
 “ shall have his Power, and Order, I will fairly pay the said
 “ *so many* Royals, in good common and Current Money, within
 “ *so many* Days, which begin to run from *that*, in which the
 “ Risk shall end and finish; for the which, and the Cost of their
 “ Recovery, he may serve me with an Execution in Virtue of
 “ this

“ this Writing, and the Oath, or simple Declaration of whom-
 “ soever shall present it, and shall be a legitimate Party, in whom I
 “ leave suspended the Proof, and Examination of the Perfor-
 “ mance of the said Risk, Term of Payment, without having
 “ made it, and all besides, that it did require, and ought to be
 “ settled, according to the last Ordinance of the University and
 “ House *de Contratacion* of this said Town, confirmed by his
 “ Majesty; that this Writing may be and bring
 “ a prepared Execution, without other Proof, from which I
 “ discharge him. And to the Firmness of the whole, I oblige
 “ my Person, and Goods that I possess and may acquire, and
 “ give Power to the Royal Justices, of whatsoever Part they be,
 “ and especially to those where this Writing shall be presented,
 “ and its Performance demanded; to whose Authority and
 “ Jurisdiction I oblige and submit myself, renouncing that
 “ which I at present have, and what others I may gain; and
 “ the Law, *Si convenerit de Jurisdictione omnium judicum*; and
 “ the rest in my Favour; and the last *Pragmatica* of the
 “ Submissions, that they may compel me to the Performance
 “ of what goes referred; as by a Sentence passed in a determined
 “ Affair, renouncing also the other Laws, Privileges and Rights
 “ in my Favour and Defence, and that which prohibits the
 “ general. [If the Writing shall be in Favour of two, or more,
 it shall continue saying] And I consent that a Copy of this
 “ Writing, and those besides that they shall want, be given to
 “ every one of my said Creditors, without the Judges Order,
 “ or my Citation; provided that the one being complied with,
 “ the rest be invalid: and I so execute it before the present
 “ Notary, in *such a Place*, such a Day, Month, and Year.
 “ Witnesses, and Testimony of being known, &c.

“ *BE it known*; that I, *such a one*, Inhabitant of *such a Part*, N^o. 1452.
 “ Owner or Captain of the Ship named *so*, of the Burthen of ^{A Bottomrv}
 “ *so many* Tons, that is now riding, and anchoring in *such a* ^{Bond on Ship.}
 “ *Part*; say, that for as much as I have borrowed of *such a*
 “ *one*, Inhabitant of *such a Part*, *such a Sum*, to make a Voyage
 “ to *such a Part*, and for that Purpose, and its Expedition, he
 “ has given, and lent it me, of which I declare myself contented,
 “ and possessed, as having received it, and it being passed into my
 “ Power, really, and effectively, in good, common, and cur-
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Ordinances of Bilboa.

“ rent Money (upon which, its Delivery not appearing now, I
 “ renounce the Exception of the *Non numerata pecunia*, Laws
 “ of the Delivery, and Proof of its Receipt) I carry them at
 “ the Risk of the said *such a one*, who gave me them, upon
 “ the said Ship, and upon its Rigging, Sails, Anchors, Guns,
 “ Ammunition, and the other Appurtenances, Freights, and
 “ Profits, and of the most certain, and secure that shall be
 “ saved of said Ship, from the Sea, in Winds, Storms, Fires,
 “ Enemies, Corsairs, and other bad People and Risks that may
 “ supervene from the Time of said Ship's getting under Sail,
 “ and going out of the aforesaid Port where she is, in Prosecu-
 “ tion of her Voyage, until she arrives at that of *so*: and being
 “ in it in Safety, and twenty four natural Hours passed, after
 “ anchoring, the said Risk shall cease; and then I oblige myself
 “ to pay to the said *such a one*, and to him that shall have his
 “ Power or Order, or shall represent his Right, the said *so many*
 “ Royals, in good, current Money, on *such a Day*, or before,
 “ if the said Ship shall have arrived before at the aforesaid Port
 “ of *so*, because from that Time the Term ought to be deemed
 “ finished. And for said Sum, and the Charges of Recovery, he
 “ may serve me with an Execution; with this Writing, and his
 “ Oath, to which I yield, releasing him from any other Proof;
 “ for the Performance of which I oblige my Person, and
 “ Estate which I possess, or may acquire; and I especially,
 “ and expressly hypothecate said Ship, Sails, Rigging, Guns,
 “ Ammunition, and the other Appurtenances, and Freight,
 “ that the whole may be subject, and obliged; and it may not
 “ be sold, nor disposed of, until this Debt be satisfied, and what
 “ shall be done to the contrary is not valid; and this special
 “ Obligation does not derogate, nor prejudice the general, nor
 “ on the contrary: and I give Power to the Justices of his
 “ Majesty &c. [here the Submission, Renunciation, and what
 else is inserted, in the Form of the antecedent Writing; with
 Date, Witnesses, and Testimony of knowing them, whenever
 any of these shall be made before a Notary.]

A Summary of all the Articles contained in the Treaties made between *England* and Foreign Powers, relative to

COMMERCE and NAVIGATION.

ALTHOUGH we had, in the Time of the late War, more than one Book printed, wherein several of our Treaties of Commerce are set down at large; yet we have met with none that are any ways complete. They are only Copies from Books printed long before, and defective in not having collected and added all such as have been made since, and lie scattered about.

And as it is highly necessary for Merchants and Insurers to learn from the Treaties of Commerce how far the Freedom of Navigation of this and other Countries extends, we shall, as a Sequel to the Hints given in our first Volume, *page 429 to 436*, farther furnish them with all those Treaties which are now to serve for their Guide, taking no Notice of such as are expired, or have been made void by latter Stipulations. Thus we shall omit the Treaties and Conventions that have been made with *Spain* in regard to the *Asiento* Trade, from the Year 1713 to 1739; all which became void by the Treaty in 1750.

To the Treaties made with the Pyratrical States of *Africa*, we shall subjoin a few Remarks on what has passed with them; shewing that we cannot be too careful in giving Instructions to our Captains to be cautious and mistrustful of them. We shall farther endeavour to prove, that Insurers may, nevertheless, rely upon these Infidels observing their Treaties with *England* better than those with other Powers; and consequently that they may (as indeed they commonly do) underwrite upon *English* Bottoms cheaper than upon those of other Nations at Peace with these *African* States.

For the Use also of such of our Neighbours as we apprehend have been misled in purchasing the Friendship of those States too dear, we shall conclude by presenting them with an Abstract (taken from the annual Lists kept at *Cadiz*, *Lisbon*, and *Leghorn*) of the Number of their Ships which have arrived each

Year, for several Years past, in the abovementioned Ports ; whereby every one who knows how little Profit is made now-a-days by the Shipping Trade, will be convinced that it does not by much balance the Presents which they must yearly make to those Infidels.

Treaty concluded between Charles II. and the States General, July $\frac{21}{31}$, 1667.

N. B. *The first eighteen Articles (which may be seen in the Corps Diplomatique, Tom. VII. P. i. p. 44.) don't relate to Maritime Affairs.*

N^o. 1453. XIX. **I**T is likewise agreed, that the Ships and Vessels of the said United Provinces, as well Men of War as others, meeting any of the Ships of War of *Great Britain* within the Extent of the *British* Seas, shall strike their Flag, and lower their Main-Top-Sail, in the same Manner that it has been observed in any Time whatsoever.

N^o. 1454. XX. And for the greater Freedom of Commerce and Navigation it is agreed and concluded, that the said King of *Great Britain* and the said States General shall not receive into their Havens, Cities and Towns, nor suffer that any of the Subjects of either Party do receive Pirates or Sea-Rovers, or afford them any Entertainment, Assistance or Provision, but shall endeavour that the said Pirates and Sea-Rovers, or their Partners, Sharers and Abettors, be found out, apprehended and suffer condign Punishment, for the Terror of others : And all the Ships, Goods and Commodities piratically taken by them and brought into the Ports of either Party, which can be found ; nay, altho' they be sold, shall be restored to the right Owners, or Satisfaction shall be given either to the Owners, or to those who by Letters of Attorney shall challenge the same ; provided the Right of their Proprietor be made to appear in the Court of Admiralty by due Proofs according to Law.

N^o. 1455. XXI. It shall not be permitted to the Subjects of the said King of *Great Britain*, and the Inhabitants of the Kingdoms and Countries under his Obedience, or to the Inhabitants and Subjects of the said United Provinces, to do or offer any Hostility or Violence

lance to each other, either by Land or by Sea, upon any Pre-
tence or Colour whatsoever; and consequently it shall not be
lawful for the said Subjects or Inhabitants to get Commissions
or Letters of Reprizal from any Prince or State with whom either
of the Confederates is at Difference or in open War; and much
less by virtue of those Letters to molest or damnify the Subjects
of either Party. Neither shall it be lawful for any foreign private
Men of War, who are not Subjects to one or the other Party,
having Commissions from any other Prince or State, to equip
their Ships in the Harbours of either of the aforesaid Parties, or
to sell or ransom their Prizes, or any other Way to truck, as
well the Ships and Goods, as any other Lading whatsoever.
And it shall not be lawful for them to buy any Victuals, but
what shall be necessary to bring them to the next Port of that
Prince, from whom they obtained their said Commissions.
And if perchance any of the Subjects of the said King of *Great
Britain*, or of the said States General, shall buy, or get to them-
selves by Truck, or any other Way, such Ship or Goods which
have been taken from the Subjects of the one or the other Party, in
such Case the said Subjects shall be bound to restore the said Ship
or Goods to the Proprietors without any Delay, and without any
Compensation or Reimbursement of Money paid or promised
for the same; provided that they make it appear before the Coun-
cil of the said King of *Great Britain*, or before the States Gene-
ral, that they are the right Owners or Proprietors of them.

XXII. That in case the King of *Great Britain*, or the said States General, do make any Treaty of Amity or Alliance with
any other Kings, Republicks, Princes or States, they shall therein
comprehend each other and their Dominions, if they desire to
be therein comprehended; and shall give to the other Notice of
all such Treaties of Friendship or Alliance. N^o. 1456.

XXIII. That in case it happens during this Friendship, Con-
federacy and Alliance, that any thing shall be done or attempted
by any of the Subjects or Inhabitants of either Party against this
Treaty, or any Part thereof, by Land, Sea, or fresh Waters, never-
theless this Amity and Alliance between the said Nations shall
not thereby be broken or interrupted, but shall remain and con-
tinue in its full Force; and that only those particular Persons
shall be punished, who have committed any thing against this
Treaty, and none else; and that Justice shall be rendred, and
Satisfac-

Satisfaction given to all Persons concerned, by all such who have committed any thing contrary to this Treaty, by Land or Sea, or other Waters, in any Part of *Europe*, or any Places within the *Streights*, or in *America*, or in any Lands, Islands, Seas, Creeks, Bays, Rivers, or in any Places on this side the Cape of *Good Hope*, within twelve Months Space after Justice shall be demanded; and in all Places whatsoever on the other side of the Cape (as hath been above said) within eighteen Months next ensuing after Demand of Justice shall be made in Manner aforesaid. But in case the Offenders against this Treaty do not appear and submit themselves to Judgment, and give Satisfaction within the respective Times above expressed, proportionably to the Distance of the Places, they shall be declared Enemies of both Parties, and their Estates, Goods and Revenues whatsoever shall be confiscated for the due and full Satisfaction of the Injuries and Wrongs by them offered; and their Persons also, when they come within the Dominions of either Party, shall be liable unto such Punishments, as every one shall deserve for his respective Offences.

N°. 1458. XXIV. That the Subjects of the said King of *Great Britain*, and those which are under his Jurisdiction, may freely and securely travel in all the Provinces of the *Low-Countries*, and all their Dominions in *Europe*, and through them by Sea or Land pass to other Places there or beyond them, and through all Quarters of the United Provinces, Cities, Forts or Garrisons whatsoever, which are in any Parts of the United Provinces, or elsewhere in their Dominions in *Europe*, as well they themselves exercising Trade in all those Places, as their Agents, Factors and Servants, may go armed or unarmed, (but if armed, not above forty in Company) as well without their Goods and Merchandizes, as with them, wheresoever they please. The People also and Inhabitants of the United Provinces shall enjoy the same Liberty and Freedom in all the Dominions of the said King in *Europe*; provided that they and every of them do in their Trade and Merchandizing yield Obedience to the Laws and Statutes of either Nation respectively.

N°. 1459. XXV. That in case the Merchant Ships of the Subjects of either Nation shall by Storm, Pirates, or any other Necessity whatsoever, be driven into any Haven of either Dominion, they may

may depart securely at their Pleasure with their Ships and Goods, without paying any Customs or other Duties; provided they break no Bulk, nor sell any thing; nor shall they be subject to any Molestation or Search, provided they do not receive on board any Persons or Goods, nor do any thing else contrary to the Laws, Ordinances or Customs of the Places, where they (as aforesaid) shall happen to arrive.

XXVI. That the Merchants, Masters and Seamen of either Party, their Ships, Goods, Wares or Merchandizes, shall not be arrested or seized in the Lands, Havens, Roads, or Rivers of the other, to serve at War or any other Use, by Virtue of any general or special Command, unless upon an extraordinary Necessity, and that just Satisfaction be given for the same; but so as the same shall not derogate from the Seizures and Arrests duly made in the ordinary Courts of Justice of either Nation. N^o. 1460.

XXVII. That the Merchants on both sides, their Factors, and Servants, and also the Masters and other Seamen, as well going as returning by Sea and other Waters, as also in the Havens of either Party, or going on Shore, may carry and use for the Defence of themselves and Goods, all sorts of Weapons, as well offensive as defensive; but being come into their Lodgings or Inns, they shall there lay by and leave their Arms, until they be going on board again. N^o. 1461.

XXVIII. That the Men of War or Convoys of either Nation meeting or overtaking at Sea any Merchant Ship or Ships belonging to the Subjects or Inhabitants of the other, holding the same Course, or going the same Way, shall be bound as long as they keep one Course together, to protect and defend them against all and every one, who would set upon them. N^o. 1462.

XXIX. That if any Ship or Ships of the Subjects or Inhabitants of either Nation, or of a Neuter, be taken by a third Party in the Harbours of either, not being of the Subjects or Inhabitants of either Nation, they, in or out of whose Haven or Jurisdiction the said Ships shall be taken, shall be bound to endeavour with the other Party, that the said Ship or Ships be pursued, brought back, and restored to the Owners; but all this shall be done at the Charges of the Owners, or whom it concerns. N^o. 1463.

XXX. That

Nº. 1464. XXX. That Searchers and other like Officers on both sides shall regulate themselves according to the Laws of either Nation, and shall not impose or demand more than they are allow'd by their Commissions or Instructions.

Nº. 1465. XXXI. That if any Injury be done or practised by either Nation, or the Subjects or Inhabitants of the same, against the Subjects or Inhabitants of the other, or against any of the Articles of this present Treaty, or against Common Right, yet nevertheless no Letters of Reprizal, Marque or Countermarque shall be granted by either side, till Justice hath been first demanded according to the ordinary Course of Law; but in case Justice be there denied or delayed, then that the said King of *Great Britain* and the said States General, or Commissioners of that Nation whose Subjects or Inhabitants have suffered the Wrong, shall publickly require Justice from that other Party, where (as above said) it was denied or delayed, or from that Power appointed to hear and decide such Difference, that there may be a friendly Composure, or due Process of Law. But if still there happen more Delays, and neither Justice be administered, nor Satisfaction given within three Months after such Demand, that then Letters of Reprizal, Marque or Countermarque may be granted.

Nº. 1466. XXXII. It is also agreed, if at any Time it happen (which God of his Mercy forbid) that the Differences now composed between his said Majesty and the said States General should fester and break out again in open War, that then those Ships, Merchandize, or any kind of Moveables of either Party, which shall be found to be and remain in the Ports, and under the Command of the adverse Party on either side, shall not, for all that, be confiscated or made obnoxious to any Inconvenience; but the Space of six Months shall entirely be allowed to the Subjects and Inhabitants of either Party, that they may have Leisure to transport from thence the forementioned things, and any thing else that is theirs, whither they shall think fit, without any kind of Molestation.

Nº. 1467. XXXIII. That they who have obtained private Commissions from either Party, before they receive such Commissions shall give good and sufficient Security before the Judge of the Court where they receive such Commissions, by responsible Men, who
have

have no Part or Share in such Ships, that they shall do no Damage or Injury to the Subjects or Inhabitants of either side.

XXXIV. It is also agreed and concluded, that the Subjects and Inhabitants of either Party shall always have free Access to each other's Sea-Ports, there to remain, and from thence to depart with the same Freedom, not only with their Merchant Ships and Lading, but also with their Men of War whether they belong to the said King or States General, or unto such as have obtained private Commissions, whether they arrive through Violence or Tempest, or other Casualty of the Seas, or to mend their Ships, or to buy Provision, so they exceed not the Number of eight Men of War, when they come there voluntarily; nor shall remain or abide longer in the Havens or Places adjacent, than they shall have a just Cause to repair their said Ships, or to buy Victuals or other Necessaries: And if a greater Number of Men of War should upon occasion desire to come into such Ports, they shall in no Case enter thereinto, until they have first obtained Leave from those to whom the said Havens do appertain, unless they be forced so to do by Storm or some Force or Necessity, whereby they may avoid the Danger of the Sea; in which Case also they shall presently make known the Cause of their coming unto the Governor or chief Magistrate of the Place, and shall stay no longer than the Governor or chief Magistrate shall permit them, and shall not do any Acts of Hostility or other Prejudice in the aforesaid Havens during their Abode there.

Nº. 1468.

XXXV. Furthermore it is agreed and concluded, that both Parties shall truly and firmly observe and execute this present Treaty, and all and every the Matters contained therein, and effectually cause the same to be observed and performed by the Subjects and Inhabitants of either Nation.

Nº. 1469.

XXXVI. Also for further Caution and Assurance that this Treaty and Confederacy shall be duly and *bona fide* observed on the Part of the said States General of the United Provinces, and their People; it is concluded and agreed, and as the said States General by these Presents do agree and firmly bind themselves, that all and every one of whom they, or the States of the Provinces, shall at any Time chuse, appoint, or make Captain General, Governor or chief President, or Stateholder, General of Armies or Military Forces by Land, or Admiral or General of

Nº. 1470.

the Fleets, Ships, or Forces at Sea, shall be bound and obliged by Oath to confirm this Treaty and all the Articles thereof, and promise sacredly upon Oath, that they shall, as far as it is possible, religiously observe and execute the same, and as much as concerns them, cause the same to be observed and executed by others.

N^o. 1471. XXXVII. Under this present Treaty of Peace those shall be comprehended, who shall be named by either Party with common Consent before the Exchange of Ratifications, or within six Months after; but in the meantime, as the covenanting Parties do thankfully acknowledge the friendly Offices and unwearied Endeavours, whereby the most serene King of *Sweden*, interposing his Mediation, hath, thro' the Assistance of God, promoted and carried on this beneficial Work of Pacification unto the desired Conclusion; so, to testify their like Affection, it is decreed and covenanted by the common Consent of all the Parties, that his abovementioned Majesty of *Sweden*, with all his Kingdoms, Dominions, Provinces and Rights, be included in this Treaty, and comprehended in the present Pacification, after the best and most effectual Manner that may be.

N^o. 1472. XXXVIII. It is also covenanted, concluded and agreed, that the present Treaty, and all and every thing and things therein contained and concluded, shall be confirmed and ratified by the said King of *Great Britain*, and the said States General of the United Provinces, by Letters Patents on both sides, sealed with the Great Seal in due and authentick Form, within four Weeks next ensuing or sooner, if it can be done; and that within the said Time the Ratifications on both sides shall be exchanged at *Breda*; and that presently after the Delivery and Exchange of the same, this Treaty and Alliance shall be published in such Form and Place, as is usual.

Done at *Breda*, July $\frac{21}{31}$, 1667.

On the same Day another Treaty concerning Marine Affairs was concluded between his *Britannic* Majesty and their High Mightinesses, (which may be seen in *Corps Diplom.* Vol. VII. P. i. p. 48.) but as it was superseded by another of the $\frac{17}{17}$ of February 1667, we shall only insert the latter.

Articles touching Navigation and Commerce between the most Serene and Mighty Prince Charles II. by the Grace of God King of England, Scotland, France, and Ireland, Defender of the Faith, &c. and the High and Mighty Lords the States-General of the United Netherlands; concluded at the Hague, Febr. 7th 1667.

WHEREAS by the Blessing of Almighty God, for the mutual Safety of the two Parties, as well as the common Good of *Christendom*, a perpetual defensive Treaty was concluded and signed on the 23d Day of *January* last past, between the most serene and most potent Prince *Charles II.* and the High and Mighty Lords the States General of the *United Netherlands*, with Stipulation of considerable Succours to be mutually given by the Parties, as well by Sea as Land: And whereas the said King and States did on the same Day, and by another Instrument, readily enter into a solemn Treaty and Agreement for composing the Affairs of their Neighbours and restoring Peace to *Christendom*; so as nothing seems now remaining, that can at any Time hereafter interrupt a Friendship and Alliance renewed with so equal Desires, unless such Controversies as may otherwise hereafter happen to arise about determining the different Sorts and Natures of Merchandize, which being left dubious and uncertain, would give occasion to the further Growth of such Differences; and therefore, that it may appear with what Sincerity and good Faith the said King and the said States desire to preserve and entertain, not only for the present, but to all Posterity, the Amity they lately contracted between them; they have at last, for the taking away all Grounds, not only of Differences and Misunderstandings, but even of Questions or Disputes, and so utterly to cut off the Hope and Expectation of those, who ever they are, that may think it their Interest by new Controversies to endeavour the Disturbance or Interruption of the said Peace, mutually agreed on these following Articles, which are to be on both sides, and for ever, observed as the Measure and

No. 1473.

Rule of such Maritime Affairs, and mutual Settlement of Trade, or at least so long, till by the joint Consent of both Parties Commissioners be appointed, and do meet, in order to the framing a more full and ample Treaty concerning this Matter, and the Laws and Rules of Commerce and Navigation, as by farther Experience shall be found most advantageous to the common Good of both Parties.

N^o. 1474. I. All the Subjects and Inhabitants of *Great Britain* may with all Safety and Freedom sail and traffick in all the Kingdoms, Countries and Estates, which are or shall be in Peace, Amity or Neutrality with *Great Britain*, without being troubled or disquieted in that Liberty by the Ships of War, Gallies, Frigates, Barks, or other Vessels belonging to the States General or any of their Subjects, upon Occasion and Account of the Hostilities which may hereafter happen between the said States General and the above-said Kingdoms Countries and Estates, or any of them, which are or shall be in Peace, Amity or Neutrality with *Great Britain*.

N^o. 1475. II. This Freedom of Navigation and Traffick shall extend to all sorts of Merchandize, except those of contraband Goods.

N^o. 1476. III. This Term of contraband Goods is understood to comprehend only all sorts of Fire-Arms and their Appurtenances, as Cannon, Muskets, Mortar-Pieces, Petards, Bombs, Granadoes, Fire-Crannels, pitched Hoops, Carriages, Rests, Bandaliers, Powder, Match, Salt-petre, Bullets, Pikes, Swords, Morions, Head-Pieces, Coats of Mail, Halberts, Javelins, Horses, great Saddles, Holsters, Belts and other Utensils of War, called in *French*, *Assortimens servant à l'usage de la Guerre*.

N^o. 1477. IV. In this Quality of contraband Goods these following shall not be comprehended, Corn, Wheat or other Grain, and Pulse; Oils, Wine, Salt, or generally any thing that belongs to the Nourishment and Sustenance of Life, but shall remain free as other Merchandize and Commodities not comprehended in the precedent Article; and the Transportation of them shall be permitted even unto Places in Enmity with the said States General, except such Cities and Places as are besieged, blocked up, or invested.

V. It hath been agreed, for the due Execution of what is above N°. 1478. said, that the Ships and Barks of the *English* laden with Merchandize, being entered into any Port of the said States General, and purposing to pass from thence unto the Ports of their Enemies, shall be only obliged to shew unto the Officers of the Port of the said States, out of which they would go, their Passports, containing the Specification of the Lading of their Ships, attested and marked with the ordinary Seal of the Officers of the Admiralty of those Places from whence they first came, with the Place whither they are bound, all in usual and accustomed Form; after which shewing of their Passports in the Form aforesaid, they may not be disquieted nor searched, detained nor retarded in their Voyages, upon any Pretence whatsoever.

VI. The same Course shall be used in regard of the *English* N°. 1479. Ships and Vessels which shall come into any Roads of the Countries under the Obedience of the said States, not intending to enter into the Ports, or being entered thereinto, not to unlade and break Bulk; which Ships may not be obliged to give account of their Lading, but in case of Suspicion that they carry unto the Enemies of the said States any contraband Goods, as was above said.

VII. And in case of such apparent Suspicion, the said Subjects of his Majesty shall be obliged to shew in the Ports their Passports in the Form specified. N°. 1480.

VIII. But if they were come within the Roads, or were met N°. 1481. in the open Sea by any of the said States Ships or private Men of War their Subjects; for avoiding of all Disorder, the said Ships of the United Provinces, or of their Subjects, shall not come near within Cannon-shot of the *English*, but shall send out their Long-Boat, and cause only two or three Men to go on board the *English* Ships or Vessels, unto whom the Passports and Certificates of the Propriety of the Ships shall be shewn by the Master or Captain of the *English* Ship, in the Manner above specified, according to the Form of the said Certificates which shall be inserted at the End of this Treaty; by which Passport and Certificate Proof may be made not only of the Lading, but also of the Place of the bode and Residence of the Master or Captain, and Name of the Ship itself, to the end that by these two Ways it may be known whether they carry contraband Goods, and that the
Quality

Quality as well of the said Ship, as of its Master or Captain, may sufficiently appear; unto which Passports and Certificates entire Faith and Credit shall be given: and to the end that their Validity may be the better known, and that they may not be in any wise falsified and counterfeit, certain Marks and Counter-signs of his Majesty, and the said States General, shall be given unto them.

Nº. 1482. IX. And in case any Merchandizes and Commodities of those kinds, which are before declared to be contraband and forbidden, shall by the Means aforesaid be found in the *English* Ships and Vessels bound for the Ports of the said States Enemies, they shall be unladen, judicially proceeded against, and declared confiscate before the Judges of the Admiralty of the United Provinces, or other competent Officers; but so that the Ship and Vessel, or other free and allowed Goods, Merchandize, and Commodities found in the same Ship, may not for that Cause be in any Manner seized or confiscate.

Nº. 1483. X. It is furthermore agreed and covenanted, that whatsoever shall be found laden by his Majesty's Subjects upon any Ship of the Enemies of the said States, altho' the same were not contraband Goods, shall yet be confiscate, with all that shall be found in the said Ship, without Exception or Reservation; but on the other side also, all that shall be found in the Ships belonging to the King of *Great Britain's* Subjects, shall be free and discharged, altho' the Lading or Part thereof belong to the said States Enemies, except contraband Goods, in regard whereof such Rule shall be observed, as hath been order'd in the preceding Article.

Nº. 1484. XI. All the Subjects and Inhabitants of the said United Provinces shall reciprocally enjoy the same Rights, Liberties and Exemptions in their Trade and Commerce upon the Coasts, and in the Ports, Roads, Seas and Estates of his said Majesty (as was now said) which his said Majesty's Subjects shall enjoy in those of the said States, and in open Sea; it being to be understood, that the Equality shall be mutual every Way on both sides, even in case the said States should hereafter be in Peace, Amity and Neutrality with any Kings, Princes and States, who should become Enemies to his said Majesty; so that either of the Parties are mutually to use the same Conditions and Restrictions expressed in the Articles of this present Treaty with regard to Trade and Commerce.

XII. And

XII. And the more to assure the Subjects of the said States, that no Violence shall be offered them by the Ships of War belonging to his Majesty of *Great Britain* or his Subjects, all the Captains of the King's Ships and all his Majesty's Subjects that send out private Men of War, shall be charged and enjoined not to molest or endamage them in any thing whatsoever, upon Pain of being punished, and made answerable in their Persons and Goods for all Costs and Damages, until due Restitution and Reparation be made. N^o. 1485.

XIII. And for this Cause the Captains and Capers shall from henceforth every one of them be obliged, before they go out, to give good and sufficient Security, before competent Judges, in the Sum of fifteen hundred Pounds Sterling, or fifteen thousand Livres *Tournois*, that they will give full Satisfaction for any Injuries or Wrongs they may commit in their Courses at Sea; and for their Captains and Officers that shall violate this present Treaty, and the Orders and Proclamations of his Majesty which shall be published by Virtue and in Conformity to the Regulation therein made, upon Pain of forfeiting their said Commissions and Licences; which shall in like Manner be practis'd by the Subjects of the said States General. N^o. 1486.

XIV. If it should happen, that any of the said *English* Captains should make Prize of a Vessel laden with contraband Goods, as hath been said, the said Captains may not open nor break up the Chests, Mails, Packs, Bags, Casks, or sell or exchange, or otherwise alienate them, until they have landed them in the Presence of the Judges or Officers of the Admiralty, and after an Inventory by them made of the said Goods found in the said Vessels; unless, the contraband Goods making but a Part of the Lading, the Master of the Ship should be content to deliver the said contraband Goods unto the said Captain, and to pursue his Voyage; in which case the said Master shall by no Means be hindered from continuing his Course, and the Design of his Voyage. N^o. 1487.

XV. His Majesty being desirous that the Subjects of the said States may be used in all Countries under his Obedience, as favourably as his own Subjects, will give all necessary Orders, that Judgments and Decrees upon Prizes which shall happen to be taken at Sea, may be given with all Justice and Equity, by Judges not N^o. 1488.

not suspected, nor concerned in the Matter under Debate ; and his Majesty will give precise and effectual Orders, that all Decrees, Judgments and Orders of Justice already given and to be given, may be readily and duly executed according to the Tenor of them.

N°. 1489. XVI. And when the Ambassadors of the said States General, or any other of their publick Ministers residing in his Majesty's Court, shall make Complaint of the Judgments which shall be given, his Majesty will cause a Review to be made of the said Judgments in his Council, to examine whether the Order and Precautions contained in the present Treaty have been followed and observed, and to provide for the same according to Right and Equity, which shall be done within the Space of three Months at the farthest : nevertheless, neither before the first Judgment nor after it, during the Time of the Review, the Goods and Effects which are re-claimed, may not be sold or unladen, unless it be with the Consent of the Parties interested, to avoid the spoiling of the said Commodities, if they are perishable.

N°. 1490. XVII. When Process shall be moved in the first or second Instance, between those that have taken the Prizes at Sea and the Persons interested therein, and the said interested Persons shall come to obtain a favourable Judgment or Decree, the said Judgment or Decree shall have its Execution upon Security given, notwithstanding the Appeal of him that took the Prize ; but the same shall not hold on the contrary, where the Sentence goes against the Claimers : and that which is said in this present, and in the preceding Articles, for the causing of good and speedy Justice to be done unto the Subjects of the United Provinces in the Matter of Prizes taken at Sea by his Majesty's Subjects, shall be understood and practised by the States General, in regard of Prizes taken by their Subjects from those of his Majesty.

N°. 1491. XVIII. But since the Conveniences and Inconveniences of Things and Agreements cannot be discovered but in Procedure of Time, and by Observations drawn from mutual Experience, it is therefore agreed between the said King of *Great Britain* and the said Lords the States of the *United Netherlands*, that at any Time hereafter, when both Parties shall so think it fitting, certain Commissioners by each Party respectively chosen, shall meet by the common Consent of both, who shall make it their Care and Business to supply whatever shall be found wanting in the aforementioned-

mentioned Articles, to change or limit whatever shall not be convenient and commodious for both, and fully compleat a further Treaty, both concerning these Things and all other the Laws of Navigation.

XIX. All these Agreements, and all and every Thing therein contained, shall be confirmed and ratified by the said King of Great Britain and the said States General of the *United Provinces*, by Letters Patents of both Parties, sealed with their Great Seal in due and authentick Form, within four Weeks next ensuing, or sooner, if it may be; and mutual Instruments shall be exchanged by each Party within the Time aforesaid. N^o. 1492.

Here follow certain Forms whereof Mention is made in the eighth Article.

A Form of the Certificate that ought to be given by those that have the ordinary Power of the Admiralty of England, to the Ships and Vessels that go out thence, according to the eighth Article of the present Treaty. N^o. 1493.

High Admiral
of England, to all who shall see these Presents, greeting: These are to certify, that we have granted Leave and Permission to
Master and Captain of the Ship called
of the City of of the Burden
of Tons, or thereabouts, being at present in the
Port and Haven of to go to
laden with

after Search shall have been made of the Ship, and he before his Departure shall have made Oath before the Officers that exercise the Jurisdiction of Maritime Causes, that the said Vessel doth belong to one or more of his Majesty's Subjects, an Act whereof shall be put at the bottom of these Presents; as also to keep, and cause to be kept by those aboard him, the Orders and Rules of the Marine, and shall put into the Registry a List signed and certified, containing the Names and Surnames, the Nativity and Habitation of the Men that are aboard him, and of all that shall embark themselves, whom he may not take on board without the Knowledge and Permission of the Marine Officers; and in

gomasters, Sheriffs, Counsellors, Judges, Officers, Justices and Regents of all Cities and Places, as well Ecclesiastical as Secular, who shall see or read these Presents. We Burgomasters and Governors of the City of do certify, that
Ship-Master, appearing before us, hath declared by solemn Oath, that the Ship called containing about
Lasts, of which he is at present the Master, belongeth to Inhabitants of the United Provinces. So help him God. And as we would willingly see the said Ship-Master assisted in his just Affairs, we do request you and every of you, where the above-said Master shall arrive with his Ship and Goods, that you will please to receive him courteously and use him kindly, admitting him, upon paying the usual Dues, Tolls and other Customs, to enter into, remain in, and pass from your Ports, Rivers and Territories, and there to trade, deal and negotiate in any Part or Place, in such sort and manner as he shall desire; which we shall most readily acknowledge in the like Occasion. In Witness whereof we have caused the Seal of our City to be thereunto put.

In Witness and Confirmation of all and every Part whereof we the Commissioners of his said Majesty the King of *Great Britain*, and of the said Lords the States General, having sufficient Power given us thereunto, have signed these Tables, and sealed them with our Seals.

At the *Hague* in *Holland*, *Feb.* 17, in the Year One thousand six hundred sixty-eight.

<i>De Gellicum,</i>	<i>G. Hoolck,</i>
<i>B. d'Asperen,</i>	<i>V. Unckell,</i>
<i>John de Witt,</i>	<i>Jan Van Isselmuden,</i>
<i>Van Crommon,</i>	<i>L. T. Van Starckenborck.</i>

*Treaty of Peace between Charles II. King of England,
and the United Provinces of the Netherlands; at
Westminster, February³, 1674.*

- N^o. 1496. I. **I**t is agreed and concluded, that from this Day there shall be a firm, sincere and inviolable Peace, Union and Friendship between the most serene and most potent King of *Great Britain*, and the High and Mighty Lords the States General of the *United Netherlands*, and their respective Subjects, in all the Countries, Dominions and Places whatsoever of both Parties in *Europe*, or any other Part of the World.
- N^o. 1497. II. And to the end that this true Union between the said most serene Lord the King of *Great Britain* and the said Lords the States General, may the sooner take Effect, it is agreed and concluded by them, that immediately after the Promulgation of this Treaty of Peace all Acts of Hostility shall be prohibited on both sides; nor shall any Writ, Commission or Instruction be granted or promoted, or in any manner permitted by either Party, privately or publicly, directly or indirectly, to infect, invade, attack or despoil the Substance, Dominions or Subjects of either; but on the contrary, the Subjects of both Nations shall be strictly commanded, that in all Places they behave themselves to one another peaceably and amicably.
- N^o. 1498. III. Because the Distances of Places are so various, that the Commands and Directions of the respective Superiors cannot arrive to all their Subjects at the same Time, it has been thought fit, for avoiding Acts of Hostility, or the Commission of Violence on both sides, to ascertain the following Limitations, *viz.* That after the Expiration of twelve Days next ensuing the Proclamation of this Treaty, no Hostility be committed from that called the *Soundings*, in the West part of the *British* Channel, to the *Naze*, in *Norway*; nor after the End of six Weeks, from the *Soundings* to *Tangier*; nor after the End of ten Weeks, in the *Ocean*, the *Mediterranean*, or elsewhere between the said City of *Tangier* and the Line; nor after the Expiration of eight Months, in any Country of the World; and whatsoever Acts of Hostility shall be committed after the Expiration of the Terms aforesaid, under Pretext of any former Commission,

Letters

Letters of Reprizal, or the like, shall be deemed illegal, and the Authors shall be punished as Violaters of the publick Peace.

IV. The said States General of the United Provinces, justly acknowledging on their Part the Right of the above-mentioned King of *Great Britain* to have Honour paid to his Flag in the Seas hereafter named, will and do declare and agree, that all and singular the Ships and Vessels whatsoever belonging to the said United Provinces, whether Ships of War or others, whether in Squadrons or single Ships, which happen to meet any Ships or Vessels whatsoever belonging to the most serene King of *Great Britain*, whether one or more, carrying his *Britannick* Majesty's Flag called the *Jack*, in any of the Seas from Cape *Finisterre* to the middle Point of Land in *Norway*, called *Van Staten*, the said Ships or Vessels shall strike their Top-sail, and take down their Flag, in the same Manner, and with the like Testimony of Respect, as has been usually paid at any Time or Place heretofore by any Ships of the States General and their Ancestors, to any Ships of his *Britannick* Majesty or his Ancestors.

Nº. 1499.

V. Whereas the Colony of *Surinam*, and the Articles agreed upon for its Surrender, in the Year 1657, between *William Bian*, at that Time Governor of the said Colony for the most serene King of *Great Britain*, and *Abraham Quirini* for the said States General, gave occasion to many Quarrels and Disputes in the Execution of them, and contributed greatly to the Misunderstanding which arose lately between his *Britannick* Majesty and the said States General; to the Intent that there may be no Cause hereafter for any Mistakes, the said States General do by these Presents agree and covenant with the above-mentioned most serene King of *Great Britain*, that the said Articles shall not only be fully executed without any Prevarication or Equivocation, but also that it shall be free for his most serene Majesty of *Great Britain* to depute one or more Commissioners to examine the State and Condition of his Subjects remaining there, and to agree with them for the Time of their Departure. It shall be free also for his most serene Majesty to send one, two, or three Ships thither, to receive and bring away his said Majesty's Subjects, together with their Substance, Goods and Slaves; and that the Governor then being for the said States General shall not make nor execute any Law, by which the

Nº. 1500.

Englisch

English shall be used otherwise than all the other Inhabitants of that Colony have or shall be used, in the Purchase and Sale of Lands, Payment of Debts, or Barter of Goods; but that as long as they remain there, they shall enjoy the same Laws and Privileges of suing their Debtors, paying their own Debts, and of making Bargains, Stipulations and Contracts, as the other Inhabitants commonly enjoy. And whereas his *Britannick* Majesty has required sufficient and authentick Letters from the States General to the Governor of that Colony, not only that the said *English* may depart from thence, but that the Ships that are to be sent thither as aforesaid, may be admitted; the said States General shall within a certain Space of Time deliver full and sufficient Letters and Instructions to the Person deputed for that End, to the Governor of the Colony, not only that he may permit free Access to the said Ships, but give Leave to such of his Majesty's Subjects to go on board them, as shall have a mind to depart thence, and to be transported with their Goods and Servants to such Place as his Majesty shall appoint.

N^o. 1501. VI. It is agreed and concluded, that whatsoever Countries, Islands, Towns, Ports, Castles or Forts have or shall be taken on both sides since the Time that the late unhappy War broke out, either in *Europe* or elsewhere, and before the Expiration of the Terms above-mentioned for the Cessation of Hostilities, shall be restored to the former Lord and Proprietor, in the same Condition they shall be in when the Peace itself shall be proclaimed: After which Time there shall be no Spoil nor Plunder of the Inhabitants, no Demolition of Fortifications, nor carrying away of Guns, Powder, or other Military Stores which belonged to any Castle or Fort at the Time when it was taken.

N^o. 1502. VII. That the Treaty of *Breda*, concluded *A. D.* 1667, as likewise all other preceding Treaties confirmed by that Treaty, be renewed and remain in full Force, as far as is consistent with the present Treaty.

N^o. 1503 VIII. That the Treaty of Navigation entered into at the *Hague*, between both Parties, *A. D.* 1668, be continued for nine Months after the Proclamation of this Treaty, unless it be otherwise provided by a subsequent Treaty; and that in the mean while the Consideration of a new Treaty on that Head be referred to the same Commissioners to whom the Trade to the

East-

East-Indies is referred in the following Article. But if such Commissioners do not agree in a new Treaty of Navigation within three Months after their first meeting, then shall the Affair be also referred to the Arbitration and Disposal of the most serene Lady the Queen Regent of *Spain*, in the same Manner as the Regulation of the *East-India* Trade is plainly referred to her Majesty's Arbitration in the said following Article.

No. 1504.

IX. And since not only the Wealth, but even the Tranquillity of both Nations chiefly depends on the mutual and undisturbed Freedom of Navigation and Commerce, nothing therefore ought to be more taken care of by both Parties than a just and equal Regulation of Commerce, and especially in the *East-Indies*; and yet because that Affair is of the greatest Moment, it will take up a great deal of Time for the making of firm and durable Articles for the Satisfaction and Security of the Subjects of both Parties. And whereas the languishing and almost expiring Condition of many Countries of *Europe*, as well as of the two Parties involved in this War, requires the Conclusion of this Treaty to be speedy, the above-mentioned most serene King of *Great Britain* having been pleased to close in with the Wishes and Desires of the said States General, has for the same Considerations agreed with the said States General in the Nomination of an equal Number of Commissioners on both sides, that the Persons whom the States shall nominate may be sent to *London*, to treat with those whom his *Britannick* Majesty shall likewise depute on his Part, and that within the Space of three Months after the Proclamation of this Treaty. The Number also of the Commissioners to be nominated on both sides shall be six. But if in three Months after they are come together, their Endeavours are not crowned with such Success, as that a Treaty be by that Means concluded, the Controversies begun between them shall be referred to the Arbitration of the most serene Lady the Queen Regent of *Spain*, who shall appoint eleven Commissioners, and whatsoever the major Part thereof shall determine indifferently, the same shall bind both Parties. Provided always, that they declare their Opinion within six Months from the first Day of their Meeting, which also shall be within three Months after the most serene Lady the Queen Regent of *Spain* has taken the said Arbitration upon herself.

X. That

N^o. 1505. X. That the said States General shall after the Conclusion of the Peace be oblig'd to pay the Sum of 800,000 Patacoons to his *Britannick* Majesty in the following Manner, *viz.* 200,000 on the Exchange of the Ratifications, and the rest at three equal Payments, within the Space of three Years next to come.

N^o. 1506. XI. That the most serene King of *Great Britain* above-mentioned, and the said High and Mighty Lords the States General of the United Provinces, shall sincerely and *bona fide* observe all and singular the Articles contain'd and establish'd in the present Treaty, and cause them to be observed by their Subjects and Inhabitants; and they shall not contravene them directly or indirectly, nor suffer them to be contraven'd by their Subjects or Inhabitants; and shall ratify all and singular the Conventions abovementioned by Letters Patent drawn up in due Form, sign'd with their own Hands, and seal'd with their Great Seals, and reciprocally deliver, or cause the same to be deliver'd, within Weeks after the Date of these Presents (or sooner if possible) *bona fide*, really and effectually.

N^o. 1507. XII. Lastly, as soon as the said Ratifications are exhibited reciprocally, and duly exchanged on both sides, the Peace shall be proclaim'd at the *Hague* within twenty-four Hours after the Ratifications are so deliver'd and exchanged.

Done at *Westminster*, the ninth Day of *February*, *A. D.* 167 $\frac{1}{2}$.

Sign'd and Seal'd,

(L. S.) H. FINCH.

(L. S.) LATIMER.

(L. S.) MONMOUTH.

(L. S.) ORMOND.

(L. S.) ARLINGTON.

(L. S.) COVENTRY.

(L. S.) The Marquis
DEL FRESNO.

A secret Article of the foregoing Treaty of Peace.

THAT the Friendship and Confederacy between the most serene Prince *Charles II.* of *Great Britain, France,* and *Ireland*, King, Defender of the Faith, &c. and the High and Mighty Lords the States General of the *United Netherlands*, may be establish'd on more solid Foundations, and that a Way may be open'd more easily for establishing a secure and durable Peace in the Christian World, over and above all the Articles which are this Day covenanted and concluded in the Treaty of Peace and Friendship between the two Nations, it is also agreed by this secret Article, that neither of the said Parties shall give, nor consent that their Subjects or Inhabitants shall give, any Aid, Favour or Counsel, directly or indirectly, by Land or Sea, or on the fresh Waters; nor shall furnish or permit the Subjects or Inhabitants of their Lordships and Territories to furnish any Ships, Soldiers, Seamen, Victuals, Money, Instruments of War, Gun-powder, or any other Neccessaries for making War, to the Enemies of either Party, of any Rank or Condition whatever. And the present Article shall have the same Force and Virtue altogether, as if it was included in the said Treaty of Peace and Friendship. Provided nevertheless, and be it understood, that nothing herein shall derogate from any of the Contents of that Treaty. It shall also be ratify'd and confirm'd by the said most serene King of *Great Britain*, &c. and by the said Lords the States General, at the same Time as the Treaty concluded this Day shall be ratify'd. N°. 1508.

Done at *Westminster*, the ninth Day of *February*, 167 $\frac{1}{4}$.

Sign'd and Seal'd as above.

A Treaty Marine between the most Serene and Mighty Prince Charles II. by the Grace of God King of England, Scotland, France and Ireland, Defender of the Faith, &c. and the High and Mighty Lords the States General of the United Netherlands, to be observed throughout all and every the Countries and Parts of the World, by Sea and Land; concluded at London, Decem. 1, 1674. S. V.

N^o. 1509. I. **T**HAT it shall and may be lawful for all and every the Subjects of the most serene and mighty Prince the King of *Great Britain* afore said, with all Freedom and Safety to sail, trade and exercise any Manner of Traffick in all those Kingdoms, Countries and Estates, which are, or at any Time hereafter shall be, in Peace, Amity or Neutrality with his said Majesty; so that they shall not be any ways hindered or molested in their Navigation or Trade by the Military Forces, nor by the Ships of War, or any other kind of Vessels whatsoever, belonging either to the High and Mighty States General of the *United Netherlands*, or to their Subjects, upon Occasion or Pretence of any Hostility or Difference which now is, or shall hereafter happen, between the said Lords the States General, and any Princes or People whatsoever, in Peace, Amity or Neutrality with his said Majesty. And likewise, that it shall and may be lawful for all and every the Subjects of the said High and Mighty Lords the States General of the *United Netherlands*, with all Freedom and Safety to sail, trade and exercise any Manner of Traffick in all those Kingdoms, Countries and Estates, which are, or at any Time hereafter shall be in Peace, Amity or Neutrality with the afore said Lords the States; so that they shall not be any ways hindred, or molested in their Navigation or Trade by the Military Forces, or by the Ships of War, or any other kind of Vessels whatsoever, belonging either to the most serene and mighty King above-mentioned, or to his Subjects, upon Occasion or Pretence of any Hostility or Difference which now is, or shall hereafter happen, between his said Majesty and any Princes or
People

People whatsoever, in Peace, Amity or Neutrality with the said Lords the States.

II. Nor shall this Freedom of Navigation and Commerce be infringed, by Occasion or Cause of any War, in any kind of Merchandizes, but shall extend to all Commodities which shall be carried in Time of Peace, those only excepted, which follow in the next Article, and are comprehended under the Name of contraband. N^o. 1510.

III. Under this Name of contraband or prohibited Merchandize shall be comprehended only Arms, Pieces of Ordinance, with all Implements belonging to them, Fire-Balls, Powder, Match, Bullets, Pikes, Swords, Lances, Spears, Halberts, Guns, Mortar-Pieces, Petards, Granadoes, Musket Rests, Bandaliers, Salt-petre, Muskets, Musket Shot, Helmets, Corslets, Breast-plates, Coats of Mail, and the like kind of Armature, Soldiers, Horses, and all things necessary for the Furniture of Horses, Holsters, Belts, and all other warlike Instruments whatsoever. N^o. 1511.

IV. These Merchandizes following shall not be reckoned among prohibited Goods, *viz.* all kind of Cloth, and all other Manufactures woven of any kind of Wool, Flax, Silk, Cotton, or any other Materials; all sorts of Cloathing and Vestments, together with Materials whereof they use to be made; Gold and Silver, as well coin'd as not coin'd; Tin, Iron, Lead, Copper, and Coals; as also Wheat, Barley, and all other kind of Corn or Pulse; Tobacco, and all kind of Spices, salted and smoaked Flesh, salted and dried Fish, Butter and Cheese, Beer, Oils, Wines, Sugars, and all sorts of Salt; and in general, all Provision which serves for the Nourishment and Sustenance of Life; likewise all kind of Cotton, Hemp, Flax and Pitch; and Ropes, Sails and Anchors; also Masts and Planks, Boards and Beams, of what sort of Wood soever, and all other Materials requisite for the building or repairing Ships; but they shall be wholly reputed free Goods, even as all other Wares and Commodities which are not comprehended in the next precedent Article; so that the same may be freely transported and carried by the Subjects of his said Majesty, even unto Places in Enmity with the said States; as also on the other side, by the Subjects of the said States to Places under the Obedience of the Enemies of his said Majesty, except only Towns or Places besieged, environed or invested, in *French, blocquées ou investies*. N^o. 1512.

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Nº. 1513. V. And that all Manner of Differences and Contentions on both sides, by Sea and Land, may from henceforth cease and be utterly extinguished, it is agreed, that all kind of Ships and Vessels whatsoever, belonging to the Subjects of his said Majesty, entring or being entered into any Road or Port under the Obedience of the Lords the States, and purposing to pass from thence, shall be only obliged to shew unto the Officers acting in the Ports of the said States, or to the Captains of the States Ships, or of private Men of War (if any happen there to be) their Passport, commonly called a Sea-Brief, (the Form whereof is added at the End of these Articles;) nor shall any Money or any thing else be exacted from them under that Pretence; but if any Ship belonging to the Subjects of his Majesty of *Great Britain* shall in the open Sea, or elsewhere out of the Dominions of the said States, meet the Ships of War of the said Lords the States, or private Men of War of their Subjects, the said Ships of the Lords the States, or their Subjects, shall keep at a convenient Distance, and only send out their Boat, and it shall be lawful for them only with two or three Men to go on board the Ships and Vessels of the Subjects of his Majesty, that the Passport (or Sea-Brief) of the Propriety thereof according to the Form hereafter specified, may be shewn to them by the Captain or Master of such Ship or Vessels belonging to the Subjects of his Majesty; and the Ship which shall shew the same, shall freely pass, and it shall not be lawful to molest, search, detain, or divert the same from her intended Voyage: and all the Subjects of the Lords the States shall enjoy in all things the same Liberty and Immunity, they, in like Manner, shewing their Passport (or Sea-Brief) made according to the Form prescrib'd at the latter End of this Treaty.

Nº. 1514. VI. But if any Ship or Vessel belonging to the *English*, or other Subjects of his Majesty, shall be met making into any Port in Enmity with the Lords the States; or on the other side, if any Ship belonging to the United Provinces of the *Netherlands*, or other Subjects of the Lords the States, shall be met in her Way making into any Port under the Obedience of the Enemies of his said Majesty, such Ship shall shew not only a Passport (or Sea-Brief) according to the Form here-under prescribed, where-with she is to be furnished, but also her Cockets expressing the Contents of the Goods on board, given in the usual Form by the
Offi-

Officers of the Customs in the Port from whence she came, whereby it may be known whether she is laden with any Merchandizes prohibited by the third Article of this Treaty.

VII. But if by shewing the above-said Cockets expressing the Contents of the Goods on board, given in the usual Form by the Officers of the Customs in the Port from whence she came, (concerning the shewing whereof it is above agreed) either Party shall discover any kind of Merchandizes which in the third Article of this Treaty are declared to be contraband or prohibited, consigned to any Port under the Obedience of their Enemies, it shall not be lawful to open the Hatches of such Ship in which the same shall happen to be found, whether she belongs to the Subjects of his Majesty, or of the Lords the States; nor to unlock or break open Chests, Mails, Packs or Casks in the same, nor to convey away any the least part of the Merchandizes, before the whole be first landed in the Presence of the Officers of the Admiralty, and inventoried; neither shall it be any ways lawful to sell, exchange, or otherwise to alienate the same, until such prohibited Goods are rightly and lawfully proceeded against, and that the Judges of the Admiralty have by their respective Sentences confiscated the same. Provided always, that as well the Ship itself, as the rest of the Commodities found in the same, which by this Treaty are to be reputed free, shall not, upon pretence of their being infected by such prohibited Goods, be detained, much less confiscated for lawful Prize. But if not the whole, but a part only of the Lading consists of contraband or prohibited Commodities, and that the Master of the Ship shall be willing and ready to deliver them to the Captor who seized the same, in that Case the Captor shall not compel the Ship to go out of her Course to any Port he thinks fit, but shall forthwith dismiss her, and upon no Account hinder her from freely prosecuting her designed Voyage.

Nº. 1515.

VIII. It is further agreed, that whatsoever shall be found laden by his Majesty's Subjects upon any Ship whatsoever, belonging to the Enemies of the Lords the States, although the same be not of the Quality of contraband Goods, may be confiscated; but on the contrary all that which shall be found in the Ships belonging to the Subjects of his Majesty, shall be accounted clear

Nº. 1516.

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clear and free, although the whole Lading, or any Part thereof, by just Title or Propriety shall belong to the Enemies of the Lords the States; except always contraband Goods, which being intercepted, all things shall be done according to the Meaning and Direction of the preceding Articles. And by the same Reason, whatsoever shall be laden by the Subjects of the Lords the States in any Ship whatsoever, belonging to the Enemies of his Majesty, although the same be not of the Quality of contraband Goods, may be confiscated; but on the other side, all that which shall be found in the Ships belonging to the Subjects of the Lords the States, shall be accounted clear and free, although the whole Lading, or any Part thereof, by just Title or Propriety shall belong to the Enemies of his Majesty, except always contraband Goods; which being intercepted, all things shall be done according to the Meaning and Directions of the preceding Articles. And lest any Damage should by Surprise be done to the one Party who is in Peace, when the other Party shall happen to be engaged in War, it is provided and agreed, that a Ship belonging to the Enemies of the one Party, and laden with Goods of the Subjects of the other Party, shall not infect or render the said Goods liable to Confiscation, in case they were laden before the Expiration of the Terms and Times hereafter mentioned, after the Declaration or Publication of any such War, *viz.* If the Goods were laden in any Port or Place between the Places or Limits called the *Soundings*, and the *Naze* in *Norway*, within the Space of six Weeks after such Declaration; of two Months between the said Place the *Soundings* and the City of *Tangier*; and of ten Weeks in the *Mediterranean* Sea; or within the Space of eight Months in any other Country or Place of the World; so that it shall not be lawful to confiscate the Goods of the Subjects of his Majesty taken or seized in any Ship or Vessel whatsoever of any Enemy of the Lords the States, upon that Pretence, but the same shall be without Delay restored to the Proprietors, unless they were laden after the Expiration of the said Terms of Time respectively; but so that it may not be lawful for them afterwards to carry to Enemies Ports the said Merchandizes, which are called contraband, and for the reason aforesaid shall not be liable to Confiscation: Neither on the other side shall it be lawful to confiscate

cate Goods of the Subjects of the Lords the States taken or seiz'd in any Ship or Vessel whatsoever of an Enemy of his Majesty, upon that Pretence; but the same shall be forthwith restored to the Proprietors thereof, unless they were laden after the Expiration of the said Terms of Time respectively; but so that it may not be lawful for them afterwards to carry to the Enemies Ports the said Merchandizes which are called contraband, and for the Reason aforesaid shall not be liable to Confiscation.

IX. And the more to assure the Subjects of his Majesty, and of the said States, that no Injury shall be offered to them by the Ships of War, or private Men of War of either side, all the Captains of the Ships, as well of his Majesty as of the said States, and all their Subjects who shall set out private Men of War, and likewise their privileged Companies, shall be enjoined not to do any Injury or Damage whatsoever to the other; which, if they do, they shall be punished, and moreover be liable to satisfy all Costs and Damages, by Restitution and Reparation, upon Pain and Obligation of Person and Goods. N°. 1517.

X. For this Cause all the Commanders of private Men of War shall from henceforth be obliged, before they receive their Commissions, to enter, before a competent Judge, good and sufficient Security by able and responsible Men, who have no Part or Interest in such Ship, in the Sum of fifteen hundred Pounds Sterling, or sixteen thousand five hundred Guilders; and when they have above one hundred and fifty Men, then in the Sum of three thousand Pounds Sterling, or three and thirty thousand Guilders, that they will give full Satisfaction for any Damages or Injuries whatsoever, which they or their Officers, or others in their Service shall commit in their Courses at Sea, contrary to this present Treaty, or any other whatsoever, between his Majesty and the said States, and upon Pain of Revocation and Annulling their said Commissions; in which it shall be always inserted, that they have given such Security as aforesaid; and likewise it is agreed, that the Ship itself shall be also liable to make Satisfaction for Injuries and Damages done by her. N°. 1518.

IX. His Majesty and the said States, being desirous that the Subjects of each other be mutually treated in all Countries under their Obedience respectively, with the like Kindness as their own Subjects, will give all necessary and effectual Orders, that the N°. 1519.
Judg-

Judgments upon Prizes taken be given according to the Rule of Justice and Equity, by Judges beyond all Suspicion, and not any way concerned in the Cause under Debate; and his Majesty and the said States will likewise give strict Orders that all Sentences already given, and which shall be hereafter given, be (according to the Tenor thereof) duly put in Execution and obtain their Effect.

N^o. 1520. X.I. And whensoever the Ambassadors of the said Lor's the States, or any other of their publick Ministers resident at the Court of his most serene Majesty of *Great Britain*, shall complain of the Unjustness of Sentences which have been given, his Majesty will cause the same to be reviewed and examined in his Council, that it may appear, whether the Orders and Precautions prescribed in this Treaty have been observed, and have had their due Effect, and will also take care that the same be fully provided for, and that Right be done to the Party complaining within the Space of three Months. And likewise, when the Ambassadors or other publick Ministers of his Majesty, resident with the States General shall complain of the Unjustness of Sentences, the said States will cause a Review and Examination thereof to be made in the Assembly of the States General, that it may appear, whether the Orders and Precautions prescribed in this Treaty have been observed, and have had their due Effect; and they will likewise take care, that the same be fully provided for, and that Right be done to the Party complaining within the Space of three Months: Nevertheless, it shall not any ways be lawful to sell or unlade the Goods in Controversy, either before the Sentence given, or after it, during the Review thereof on either side, unless it be with the Consent of the Parties interested.

N^o. 1521. XIII. A Suit being commenced between the Takers of Prizes on the one part, and the Claimers thereof on the other, and a Sentence or Decree being given for the Party reclaiming, the said Sentence or Decree (upon Security given) shall be put in Execution, notwithstanding the Appeal made by him that took the Prize; which shall not be observed, in case the Sentence shall be given against the Claimers.

N^o. 1522. XIV. And whereas the Masters of Merchant-Ships, and likewise the Mariners and Passengers, do sometimes suffer many Cruelties

Cruelties and barbarous Usages, when they are brought under the Power of Ships which take Prizes in Time of War, the Captors in an inhuman Manner tormenting them, thereby to extort from them such Confessions as they would have to be made; it is agreed, that both his Majesty and the Lords the States General shall by the severest Proclamations or Placaerts forbid all such heinous and inhuman Offences; and as many as they shall by lawful Proofs find guilty of such Acts, they shall take care that they be punished with due and just Punishments, and which may be a Terror to others; and shall command that all the Captains and Officers of Ships who shall be proved to have committed such heinous Practices, either themselves, or by instigating others to act the same, or by conniving while they were done, shall (besides other Punishments to be inflicted proportionably to their Offences) be forthwith deprived of their Offices respectively. And every Ship brought in as Prize, whose Mariners or Passengers shall have suffered any Torture, shall forthwith be dismissed and freed, with all her Lading, from all further Examination and Proceeding against her, as well judicial as otherwise.

XV. It is also agreed, that the like Severity of Punishments shall be inflicted upon those, who, contrary to the Meaning of the one and twentieth Article of the Treaty of Peace concluded at *Breda*, shall take Commissions from Enemies to seize the Ships of either Ally or Party, contrary to what is provided in the said Article,

Nº. 1523.

XVI. Lastly, it is agreed and concluded, that this present Treaty, and all and singular the things therein contained, shall be with all convenient Speed on both sides ratified and confirmed, and that the Ratifications thereof shall be, within two Months from the Date hereof, rightly and reciprocally exchanged between both Parties: And also that the said Treaty shall, within one Month after such Exchanging of the Ratifications, be delivered in due and authentick Form to the Governors of the *English East-India* and *African* Companies, and to the Directors of the *Dutch East* and *West India* Companies, and shall with the first Conveniency be also sent by his said Majesty, and by the said Lords the States, to their respective Governors and Commanders in Chief of their Colonies and Plantations in every part

Nº. 1524.

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of the World out of *Europe*, to the end that it may be by them, and all others within their Dominions and under their Power, punctually observed and fulfilled.

N^o. 1525. *The Form of the Passport or (Sea-Brief) to be asked of and given by the Lord High Admiral, or by those to whom the Exercise of Admiralty Jurisdiction is ordinarily committed, or by the Mayor or other chief Magistrate, or by the Commissioners, or other principal Officers of the Customs in their respective Ports and Places within his Majesty's Dominions, to the Ships and Vessels sailing out thence, according to the Purport of the fifth Article.*

TO all unto whom these Presents shall come, greeting :
 We Lord High
 Admiral of [We
 Lords Commissioners executing the Office of the Lord High
 Admiral of or We
 Judge of the High Court
 of the Admiralty of or We
 the Mayor or other Magistrate of
 or We Commissioners
 or principal Officers of the Customs in the City or Port of]
 do testify and make known,
 that Master or Commander of the
 Ship called the hath appeared before
 us, and hath declared by solemn Oath, that the said Ship or
 Vessel, containing about
 Tons, of which he is at present Master or Commander, doth
 belong to the Inhabitants of
 within the Dominions of the most serene
 and mighty Prince the King of *England, Scotland, France, and
 Ireland*, Defender of the Faith, &c. So help him God. And
 in regard it would be most acceptable to us, that the said Mas-
 ter or Commander be assisted in his just and lawful Affairs, we
 do request you, and every of you, wheresoever the said Master
 or Commander shall arrive with his Ship, and the Goods laden
 on board, and carried in her, that you would please to receive
 him courteously, and use him kindly, and admit him, upon
 paying

paying the lawful and usual Customs and other Duties, to enter into, remain in, and pass from your Ports, Rivers and Dominions, and there to enjoy all kind of Right of Navigation, Traffick and Commerce in all Places where he shall think fit ; which we shall most willingly and readily acknowledge upon all Occasions. In Testimony and Confirmation whereof we have with our Hand signed these Presents, and caused them to be sealed with our Seal. Dated at _____ in
the _____ Day of _____ in the Year of
our Lord

The Form of the Passport (or Sea-Brief) to be asked of and given by the Burgomasters of the Cities and Ports of the United Netherlands, to the Ships or Vessels sailing from thence, according to the Purport of the fifth Article. N^o. 1526.

TO the most serene, most illustrious, most mighty, most noble, most honourable, and most prudent Emperors, Kings, Governors of Commonwealths, Princes, Dukes, Earls, Barons, Lords, Burgomasters, Schepens, Counsellors, Judges, Officers, Justices and Rulers of all Cities and Places, as well Ecclesiastical as Secular, to whom these Presents shall be shewn: We the Burgomasters and Rulers of the City of

do certify, that _____ Master
or Skipper of the Ship _____ appeared before
us, and declared by solemn Oath, that the said Ship called the
_____ containing about _____ Lasts,
of which he is at present Master or Skipper, belongeth to the
Inhabitants of the *United Netherlands*. So help him God. And in
regard it would be most acceptable to us, that the said Master
or Skipper be assisted in his just and lawful Affairs, we do re-
quest you and every of you, wheresoever the said Master or
Skipper shall arrive with his Ship, and the Goods laden on board,
and carried in her, that you would please to receive him cour-
teously, and use him kindly, and admit him, upon paying the
lawful and usual Customs and other Duties, to enter into, re-
main in, and pass from your Ports, Rivers and Dominions, and
there to enjoy all kind of Right of Navigation, Traffick and
Commerce, in all Places where he shall think fit ; which we

shall most willingly and readily acknowledge upon all Occasions. In Testimony and Confirmation whereof we have caused the Seal of our City to be hereunto put. Dated at
 in the Day of in the
 Year of our Lord

In Testimony and Confirmation of all and singular the Premises, we the Commissioners of his Majesty and the Lords the States General afore said, being sufficiently impowered thereunto, have to these Presents subscribed our Names, and sealed them with our Seals. At *London*, December 1, 1674.

<i>Tho. Culpeper,</i>	<i>J. Corver,</i>
<i>G. Downing,</i>	<i>G. Sautyn,</i>
<i>Richard Ford,</i>	<i>Samuel Beyer,</i>
<i>Will. Thomson,</i>	<i>And. Van Vossen,</i>
<i>John Jolliffe,</i>	<i>P. Duvelaer,</i>
<i>John Buckworth,</i>	<i>M. Michielzen.</i>

Explanatory Declaration upon certain Articles of the Marine Treaties concluded between his Majesty and the States General of the United Provinces, Feb. 17, 1667, and Decem. 1, 1674.

N^o. 1527. **W**HEREAS some Difficulty hath arisen concerning the Interpretation of certain Articles, as well in the Treaty Marine which was concluded the first Day of *December 1674*, as in that which was concluded the 17th of *February 1667*, between his Majesty of *Great Britain* on the one Part, and the States General of the United Provinces of the Low Countries on the other, relating to the Liberty of their respective Subjects to trade unto the Ports of each other's Enemies; We Sir *William Temple*, Baronet, Ambassador Extraordinary from his said Majesty of *Great Britain*, in the Name and on the Part of his said Majesty; and We *William Van Heuckelom*, *Daniel Van Wyngaerden*, Lord of *Werckenham*, *Gaspar Fagel*, Counsellor and Pensioner of *Holland* and *West-Friesland*, *John de Mauregnault*, *John Baron* of *Reede*

Reede and Renswoude, William de Haren, Gretman of the Bilt, Henry Terborgh and Luke Alting, Deputies in the Assembly of the said States General for the States of Guelderland, Holland, Zealand, Utrecht, Friesland, Overijssel, Groningen, and the Om-lands, in the Name and on the Part of the said States General, have declared, as we do by these Presents declare, That the true Meaning and Intention of the said Articles is and ought to be, that Ships and Vessels belonging to the Subjects of either of the Parties can, and might from the Time that the said Articles were concluded, not only pass, traffick and trade from a Neutral Port or Place to a Place in Enmity with the other Party, or from a Place in Enmity to a Neutral Place; but also from a Port or Place in Enmity to a Port or Place in Enmity with the other Party, whether the said Places belong to one and the same Prince or State, or to several Princes or States, with whom the other Party is at War. And we declare, that this is the true and genuine Sense and Meaning of the said Articles, pursuant whereunto we understand, that the said Articles are to be observed and executed on all Occasions on the Part of his said Majesty and the said States General, and their respective Subjects; yet so, that this Declaration shall not be alledged by either Party for Matters which happened before the Conclusion of the late Peace in the Month of *February* 167 $\frac{3}{4}$. And we do promise, that the said Declaration shall be ratified by his said Majesty and by the said States General, and that within two Months, or sooner if possible, reckoning from the Day and Date of this Declaration, the Ratifications of the same shall be brought hither to the *Hague*, to be here exchanged. In Witness whereof we have signed these Presents at the *Hague*, this 30th Day of *December* 1674.

	(L. S.) <i>W. Van Heuckelom,</i>
	(L. S.) <i>D. Van Wyngaerden,</i>
(L. S.) <i>W. Temple.</i>	(L. S.) <i>Gasp. Fagel,</i>
	(L. S.) <i>Jo. Mauregnault,</i>
	(L. S.) <i>John Baron van Reede van</i> <i>Heer van Renswoude,</i>
	(L. S.) <i>W. Haren,</i>
	(L. S.) <i>H. Terborgh,</i>
	(L. S.) <i>L. Alting.</i>

King

King James II. by a Treaty signed at Windsor, August 17, 1685 (which may be seen at large in Corps Diplom. Tom. VII. P. ii. p. 110.) renewed all former Alliances with the Dutch, and particularly the six following Treaties, viz.

- N^o. 1528. I. **A** Treaty of Peace and Alliance concluded the $\frac{21}{7}$ of July, in the Year 1667. (See above p. 420.)
- II. A Treaty of Commerce and Navigation of the same Date. (See above p. 426.)
- III. A Treaty of Peace and Friendship concluded at *Westminster* the $\frac{9}{19}$ of February 167 $\frac{3}{4}$. (See above p. 436.)
- IV. A Marine Treaty concluded at *London* the 1st of December, 1671; together with a Declaration by which some Articles of the aforesaid Treaty, as well as of another Marine Treaty of the $\frac{7}{17}$ of February, 1667 $\frac{7}{8}$, are more fully explained and expounded. (See above p. 442 and p. 452.)
- V. Articles concluded at *London*, March $\frac{8}{18}$, 167 $\frac{4}{5}$, for terminating all Differences between the *English* and *Dutch East-India* Companies. (*Corps Diplom.* Tom VII. P. i. p. 288.)
- VI. A League defensive, concluded at *London*, March 3, 1678.

The next Marine Treaty is that between King William and Queen Mary, and the States General, concluded at Whitehall, April 29, 1689 (on Occasion of the French King's declaring War against the States) in Pursuance of a Treaty concluded between King Charles II. and the States on the 3d of March, 167 $\frac{7}{8}$; which is confirmed by this with some Additions. The Articles (which may be seen at large Corps Diplom. Tom. VII. P. ii. p. 222.) are to this Effect.

- N^o. 1529. I. **T**HAT their Majesties shall put to Sea fifty large Men of War, viz. 1 of the Second, 17 of the Third, and 32 of the Fourth Rate; with 15 Frigates, and 8 Fire-Ships, having on board in all 17155 effective Men.
- II. That the States should put to Sea thirty large Ships, viz. 8 from 70 to 80, 7 from 60 to 70, and 15 from 50 to 60 Guns; with 9 Frigates and 4 Fire-Ships, which shall have on board 10572 effective Men.

III. That

III. That the Fleets shall join where the King of *Great Britain* shall think fit.

IV. That the Fleets of the two Nations shall be divided into three Squadrons; the first to be of 50 large Ships, 6 Frigates, and 8 Fire-Ships, to serve in the *Mediterranean*: the second of 30 large Ships, 8 Frigates, and 4 Fire-Ships, to serve in the *Irish Sea* and in the *Channel*, except it be otherwise ordained by Consent: and the third of ten Frigates, to serve between the Mouth of the *Channel* and *Yarmouth* on the Coast of *England*, and the aforesaid Place and the Isle of *Wafchere* on the Coast of *Zeland*: the two last Squadrons to assist occasionally each other.

V. Each of the Squadrons shall be composed of the Ships of both Nations proportionably.

VI. All the Ships of the *Mediterranean* Squadron shall be provided for one Year; and the King of *Spain*, the Duke of *Tuscany*, and the Republic of *Genoa* shall be desired to give them a favourable Reception.

VII. Each Squadron shall be commanded by the *English* Admiral or Commander in Chief.

VIII. The Councils of War shall be composed of all the Flag-Officers of both Nations in equal Number: when the Votes are split, the Captains shall be called; the *English* Admiral shall be President, and the *English* Officers of equal Rank shall have the Precedency of the *Dutch*.

IX. X. All Causes relating only to the Officers, Soldiers, or Mariners, of either of the Nations, shall be tried by a Council of War of that Nation. But if both Nations are concerned, the Officers of both shall be present at the Trial.

XI. All Prizes shall be divided between their Majesties and the States, in proportion to the Share they bear in the Charge of the Fleet. That is to say, their Majesties shall have five Eighths and the States three Eighths.

XII. Prizes shall be adjusted by the Admiralty of the Nation by whose Ships they were taken; and none but necessary Charges shall be allowed, without any Fees for Officers.

XIII. And if the Prizes are taken by Ships of both Nations, they shall be adjudged to the Admiralty of the Nation to whom the strongest Ships present at the Caption do belong.

XIV. The

XIV. The Ships of either Nation shall have special Orders to protect each others Merchantmen and Plantations in the *West Indies*.

XV. This Treaty to be ratified by both Parties.

Treaty between his Britannic Majesty William III. and the Lords the States General of the United Provinces, concerning Ships taken by the Enemy, and afterwards retaken, concluded at Whitehall, October 22, 1689.

N^o. 1530. **F**OR as much as it is necessary to prevent the Disputes that might arise touching the Vessels and Merchandizes which shall be retaken from the Enemy during the War: it is agreed between the most serene King of *Great Britain* and the high and mighty Lords the States General of the *United Provinces*, that in case any Ship or Vessel belonging to the said King of *Great Britain*, or the said States General, or their Subjects, having been taken by the Men of War or Privateers of a Prince or State at Enmity with the said King, or the said States, be retaken by the Men of War of the said King, or States General, or by a Privateer duly authorised by the said King or the said States, before such Ship or Vessel be carried *intra præsidia*, that is to say, into some Port of the Enemy or Fleet of the Enemy commanded by a Flag Officer, such Vessel, with her whole Lading, Guns, and Apparel, shall be restored to the first Proprietor on paying for the Salvage as follows:

In case the Ship or Vessel be retaken, as above, within forty-eight Hours after the first Capture, there shall be paid for Salvage the fifth Part of the Value of the Ship, and her Cargo, Guns, and Apparel. And in case such Ship or Vessel was forty-eight Hours in the Enemy's Possession, and is retaken within ninety-six Hours, the Salvage shall be the third Part of the Value abovementioned. And if such Ship or Vessel was ninety-six Hours in the Enemy's Possession, and is afterwards retaken by a Privateer in the aforesaid Manner, in that case there shall be paid

paid for Salvage the Half of the Value of the Ship, her Cargo, Guns, and Apparel.

In case Vessels or Ships, as above, be retaken by a Man of War before they have been carried by the Enemy *intra præsidia*, that is to say, into some Port of the Enemy or Fleet of the Enemy commanded by a Flag Officer, as aforesaid, there shall be paid for Salvage the eighth Part of the Value of the said Vessel and her Cargo, Guns, and Apparel; which shall be divided between the said King and the said States General according to the Proportions settled by Treaties between the said Parties in Cases of Prizes.

The Recompence which shall be made to the Captain and Mariners of a Man of War, who retake a Ship or Vessel, as above, shall be paid out of the Salvage-Money in such Proportion as the King of *Great Britain* shall think fit when an *English* Man of War is concerned, and according to the Pleasure of the States General when the Man of War belongs to them; provided that such Recompence be given by the said King or the said States out of the Portions which respectively belong to them in the manner aforesaid.

And the better to come at the Estimation of the said Vessels, their Cargoes, Guns, and Apparel, it shall be made by an equal Number of Persons chosen for that purpose; and in case they cannot agree thereupon, the Proprietor himself shall estimate the Ship with her Cargo, Guns, and Apparel and be obliged to sell them at the Price he shall put upon them; or the Estimation shall be made by the Retaker, who shall be obliged to take the said Vessel with her Guns and Apparel, and the Merchandizes, at the Price he shall put upon them.

Moreover it is agreed that if other Princes or States, in Alliance with the said King, or the said States General, are desirous of being comprehended in this Agreement, the Ships and Vessels belonging to them shall be treated in the same Manner as is above stipulated.

On the sixth of *February* 17 $\frac{1}{16}$, a Treaty of Alliance was concluded at *Westminster* between *Great Britain* and the *States General*; which is omitted in the *Corps Diplom.* and by *Roussset*, but mentioned in our *Answer* to the *Prussian Exposition*. It contains relative to Commerce and Navigation only the following Article.

- N^o. 1531. II. **I**T is agreed that all and every the Treaties of Peace, Friendship, Alliance, Navigation and Commerce hereunder specified, be approved and confirmed, viz. The Treaty of Peace, Friendship and Alliance concluded at *Breda* on the $\frac{2}{3}$ $\frac{1}{1}$ Day of *July* 1667; the Treaty of Navigation and Commerce made at the same Time and Place; the Treaty of Navigation and Commerce settled at the *Hague* on the $\frac{1}{1}$ $\frac{7}{7}$ Day of *February* 166 $\frac{7}{8}$; the Treaty of Peace and Friendship concluded at *Westminster* on the $\frac{2}{1}$ $\frac{9}{9}$ Day of *February* 167 $\frac{3}{4}$; the Treaty Marine concluded at *London* on the $\frac{1}{1}$ $\frac{1}{1}$ Day of *December* 1674; together with the Declaration signed at the *Hague* on the $\frac{2}{3}$ $\frac{0}{0}$ Day of *December* 1675; whereby the Sense of certain Articles as well in the said Treaty of 1674, as in the other Marine Treaty of 166 $\frac{7}{8}$, is explained; the Article for preventing and accommodating Disputes which may arise between the *English* and *Dutch East India* Companies, settled at *London* on the $\frac{8}{1}$ $\frac{9}{9}$ Day of *March* 167 $\frac{4}{5}$; the defensive Alliance concluded at *Westminster* on the 3d Day of *March* 167 $\frac{7}{8}$; the Treaty settling the Proportions between the Fleets of both Nations, concluded at *Whitehall* on the 29th of *April* 1689; the Treaty concerning the Ships and Goods which might be recovered from the Enemy during the War, concluded at *Whitehall* on the 22d of *October* 1689, the Treaty concerning the Succession to the Crown of *Great Britain*, and the Barrier of the *United Provinces*, made at *Utrecht* on the $\frac{1}{4}$ $\frac{0}{0}$ of *January* 17 $\frac{1}{11}$, excepting wherein it is altered by the Barrier Treaty of *Antwerp*, made on the 15th of *November* 1715; and the abovementioned Treaties, and all and singular the Articles thereof, are by this present Treaty actually approved and confirmed, and shall have the same Force and Effect as if they had been inserted here *verbatim*; that is to say, so far as they do not differ or are contrary to one another, or are not contrary to

to this present Treaty; yet so as whatever hath been established by any latter Treaty, shall be understood and performed in the Sense therein expressed, without any Regard had to any former Treaty.

By the Treaties concluded at *Seville*, anno 1729, Art. I. and at *Vienna*, anno 1731, Art. I. in which *England* and *Holland* were Parties, it is stipulated, "That all former Treaties or Conventions of Peace, Friendship, and Alliances, shall have their full Effect, and shall preserve, in all and every Part, their full Force." Thus we continue upon the same Footing with *Holland* that we were on before the last War: and the Merchants of both Nations may the more rely on the Enjoyment of the Benefits of these Treaties of Commerce whilst they see a respectable Marine kept up in their Country, ready to succour each other in Case of War, conformable to the Stipulations in the Treaties of Alliances (N^o. 1529.) still subsisting.

A Treaty Marine between the most Serene and Mighty Prince Charles II. by the Grace of God King of England, Scotland, France and Ireland, Defender of the Faith, &c. and the most Serene and Mighty Prince Lewis XIV. the most Christian King; concluded at St. Germain's in Laye, Febr. 24. 167⁶₇.

I. **T**HAT it shall and may be lawful for all and every N^o. 1532.
the Subjects of the most serene and mighty Prince the King of *Great Britain* afore said, with all Freedom and Safety to sail, trade, and exercise any Manner of Traffick in all those Kingdoms, Countries and Estates, which are, or at any Time hereafter shall be, in Peace, Amity, or Neutrality with his said Majesty; so that they shall not be any ways hindred or molested in their Navigation or Trade by the Military Forces, nor by the Ships of War, or any other kind of Vessels whatsoever, belonging either to the most Christian King, or to his Subjects, upon Occasion or Pretence of any Hostility or Difference which now is, or hereafter shall happen, between the said most Christian King, and any Princes or People whatsoever, in Peace, Amity, or Neutrality with the said King of *Great Britain*. And likewise, that it shall and may be lawful for all and every the Subjects of the said most Christian King, with all Freedom and

Safety to fail, trade, and exercise any Manner of Traffick in all those Kingdoms, Countries and Estates, which are, or at any Time hereafter shall be, in Peace, Amity, or Neutrality with the aforesaid most Christian King; so that they shall not be any ways hindred or molested in their Navigation or Trade by the Military Forces, or by the Ships of War, or any other kind of Vessels whatsoever, belonging either to the King of *Great Britain* above-mentioned, or to his Subjects, upon Occasion or Pretence of any Hostility or Difference which now is, or shall hereafter happen, between his Majesty and any Princes or People whatsoever, in Peace, Amity, or Neutrality with the said most Christian King.

N^o. 1533. II. Nor shall this Freedom of Navigation and Commerce be infringed by Occasion or Cause of any War, in any kind of Merchandizes, but shall extend to all Commodities which shall be carried in Time of Peace, those only excepted, which follow in the next Article, and are comprehended under the Name of Contraband.

N^o. 1534. III. Under this Name of contraband or prohibited Merchandizes shall be comprehended only Arms, Pieces of Ordnance, with all Implements belonging to them, Fire-Balls, Powder, Match, Bullets, Pikes, Swords, Lances, Spears, Halberts, Guns, Mortar-Pieces, Petards, Granadoes, Musket Rests, Bandaliers, Salt-petre, Muskets, Musket Shot, Helmets, Corsets, Breast-plates, Coats of Mail, and the like kind of Armature, Soldiers, Horses, and all things necessary for the Furniture of Horses, Holsters, Belts, and all other warlike Instruments whatsoever.

N^o. 1535. IV. These Merchandizes following shall not be reckoned among prohibited Goods, viz. all kind of Cloth, and all other Manufactures woven of any kind of Wool, Flax, Silk, Cotton, or any other Materials; all sorts of Cloathing and Vestments, together with the Materials whereof they use to be made; Gold and Silver, as well coin'd as not coin'd; Tin, Iron, Lead, Copper, and Coals; as also Wheat, Barley, and all other kind of Corn or Pulse; Tobacco, and all kind of Spices, salted and smoaked Flesh, salted and dried Fish, Butter and Cheese, Beer, Oils, Wines, Sugars, and all sorts of Salt; and in general, all Provision which serves for the Nourishment and Sustenance of Life; likewise all kind of Cotton, Hemp, Flax and Pitch; and Ropes, Sails and Anchors; also Masts and Planks, Boards and Beams,

of what sort of Wood soever, and all other Materials requisite for the building or repairing of Ships; but they shall be wholly reputed amongst free Goods, even as well as all other Wares and Commodities which are not comprehended in the next precedent Article; so that the same may be freely transported and carried by the Subjects of the most serene King of *Great Britain*, not only from one Neutral Place to another Neutral Place, or from a Neutral Port or Place to a Place in Hostility with the most Christian King, or from a Place in Hostility with him to a Neutral Place; but also from one Place in Enmity with the most Christian King to another Port or Place in Enmity with him; be it that such Ports or Places do belong to the same Prince or State, or to several Princes or States with whom the most Christian King shall happen to be in War. And in like manner, that the same may be freely transported by the Subjects of the most Christian King, not only from one Neutral Place to another Neutral Place, or from a Neutral Port or Place to a Place in Hostility with the King of *Great Britain*, or from a Place in Hostility with him to a Neutral Place; but also from one Place in Enmity with the King of *Great Britain* to another Port or Place in Enmity with him: be it that such Ports or Places do belong to the same Prince or State, or to several Princes or States with whom the King of *Great Britain* shall happen to be in War, except only Towns or Places besieged, environed or invested, in *French*, *blocquées ou investies*.

V. And that all Manner of Differences and Contentions on both sides, by Sea and Land, may from henceforth cease and be utterly extinguished, it is agreed, that all kind of Ships and Vessels whatsoever, belonging to the Subjects of his said Majesty of *Great Britain*, entering or being entered into any Road or Port under the Obedience of the most Christian King, and purposing to pass from thence, shall be only obliged to shew unto the Officers acting in the Ports of the said most Christian King, or to the Captains of the most Christian King's Ships or private Men of War (if any happen there to be) their Passport, commonly called a Sea-Brief (the Form whereof is added at the End of these Articles;) nor shall any Money or any thing else be exacted from them under that Pretence: but if any Ship belonging to the Subjects of his Majesty of *Great Britain* shall in the

N°. 1536.

the open Sea, or elsewhere out of the Dominions of the said most Christian King, meet the Ships of War of the said most Christian King, or private Men of War of his Subjects, the said Ships of the most Christian King shall keep at a convenient Distance, and only send out their Boat, and it shall be lawful for them only with two or three Men to go on board the Ships and Vessels of the Subjects of his Majesty of *Great Britain*, that the Passport (or Sea-Brief) of the Propriety thereof (according to the Form hereafter specified) may be shewn to them by the Captain or Master of such Ship or Vessel belonging to the Subjects of his Majesty of *Great Britain*; and the Ship which shall shew the same, shall freely pass, and it shall not be lawful to molest, search, detain, or divert the same from her intended Voyage: And all the Subjects of the most Christian King shall enjoy in all things the same Liberty and Immunity, they, in like Manner, shewing their Passport (or Sea-Brief) made according to the Form prescribed at the latter End of this Treaty.

Nº. 1537. VI. But if any Ship or Vessel belonging to the *English*, or other Subjects of his Majesty of *Great Britain*, shall be met by any Man of War making into any Port in Enmity with the most Christian King; or, on the other side, if any Ship belonging to the most Christian King, or other Subjects of the said most Christian King, shall be met in her Way making into any Port under the Obedience of the Enemies of his said Majesty of *Great Britain*, such Ships shall shew not only a Passport (or Sea-Brief) according to the Form here-under prescribed, wherewith she is to be furnished, but also her Cocketts expressing the Contents of the Goods on board, given in the usual Form by the Officers of the Customs in the Port from whence she came, whereby it may be known, whether she is laden with any Merchandizes prohibited by the third Article of this Treaty.

Nº. 1538. VII. But if by shewing the above-said Cocketts expressing the Contents of the Goods on board, given in the usual Form by the Officers of the Customs in the Port from whence she came, (concerning the shewing whereof it is above agreed) either Party shall discover any kind of Merchandizes which in the third Article of this Treaty are declared to be contraband or prohibited, consigned to any Port under the Obedience of their Enemies, it shall not be lawful to open the Hatches of such Ship in which the same shall happen to be found, whether she belong to the Subjects

Subjects of his Majesty of *Great Britain*, or of the most Christian King; nor to unlock or break open Chests, Mails, Packs, or Casks in the same, nor to convey away any the least part of the Merchandizes, before the whole be first landed in the Presence of the Officers of the Admiralty, and inventoried; neither shall it be any ways lawful to sell, or exchange, or otherwise to alienate the same, until such prohibited Goods are rightly and lawfully proceeded against, and that the Judges of the Admiralty have by their respective Sentences confiscated the same. Provided always, that as well the Ship itself, as the rest of the Commodities found in the same, which by this Treaty are to be reputed free, shall not, upon pretence of their being infected by such prohibited Goods, be detained, much less confiscated for lawful Prize. But if not the whole, but a part only of the Lading consists of contraband or prohibited Commodities, and that the Master of the Ship shall be willing and ready to deliver them to the Captor who seized the same, in that Case the Captor shall not compel the Ship to go out of her Course to any Port he thinks fit, but shall forthwith dismiss her, and upon no Account hinder her from freely prosecuting her designed Voyage.

VIII. It is further agreed, that whatsoever shall be found laden by the Subjects of his Majesty of *Great Britain* upon any Ship whatsoever belonging to the Enemies of the most Christian King, although the same be not of the Quality of contraband Goods, may be confiscated; but on the contrary, all that which shall be found in the Ships belonging to the Subjects of his Majesty of *Great Britain* shall be accounted clear and free, although the whole Lading or any Part thereof, by just Title of Propriety, shall belong to the Enemies of the most Christian King; except always contraband Goods, which being intercepted, all things shall be done according to the Meaning and Direction of the preceding Articles. And by the same Reason, whatsoever shall be found laden by the Subjects of the most Christian King in any Ship whatsoever belonging to the Enemies of his Majesty of *Great Britain*, although the same be not of the Quality of contraband Goods, may be confiscated; but on the other side, all that which shall be found in the Ships belonging to the Subjects of the most Christian King shall be accounted clear and free, although the whole Lading, or any
Part

Nº. 1539.

Part thereof, by just Title of Propriety, shall belong to the Enemies of his Majesty of *Great Britain*; except always contraband Goods, which being intercepted, all things shall be done according to the Meaning and Direction of the preceding Articles. And lest any Damage should by Surprise be done to the one Party who is in Peace, when the other Party shall happen to be engaged in War, it is provided and agreed, that a Ship belonging to the Enemies of the one Party, and laden with Goods of the Subjects of the other Party, shall not infect or render the said Goods liable to Confiscation, in case they were laden before the Expiration of the Terms and Time hereafter mentioned, after the Declaration and Publication of any such War, *viz.* If the Goods were laden in any Port or Place between the Places or Limits called the *Soundings* and the *Naz* in *Norway*, within the Space of six Weeks after such Declaration; of two Months between the said Place the *Soundings* and the City of *Tangier*; and of ten Weeks in the *Mediterranean Sea*; or within the Space of eight Months in any other Country or Place of the World: So that it shall not be lawful to confiscate the Goods of the Subjects of his Majesty of *Great Britain* taken or seized in any Ship or Vessel whatsoever of any Enemy of the most Christian King, upon that Pretence, but the same shall be without Delay restored to the Proprietors, unless they were laden after the Expiration of the said Terms of Time respectively; but so that it may not be lawful for them afterwards to carry to Enemies Ports the said Merchandizes, which are called contraband, and for the Reason aforesaid shall not be liable to Confiscation: Neither, on the other side, shall it be lawful to confiscate the Goods of the Subjects of the most Christian King taken or seized in any Ship or Vessel whatsoever of an Enemy of his Majesty of *Great Britain*, upon that Pretence; but the same shall be forthwith restored to the Proprietors thereof, unless they were laden after the Expiration of the said Terms of Time respectively; but so that it may not be lawful for them afterwards to carry to the Enemies Ports the said Merchandizes which are called contraband, and for the Reason aforesaid shall not be liable to Confiscation.

N^o. 1540. IX. And the more to assure the Subjects of his Majesty of *Great Britain*, and of the most Christian King, that no Injury shall be offered to them by the Ships of War or private Men of War

War of either side, all the Captains of the Ships, as well of his Majesty of *Great Britain*, as of the most Christian King, and all their Subjects who shall set out private Men of War, and likewise their privileged Companies, shall be enjoined not to do any Injury or Damage whatsoever to the other ; which, if they do, they shall be punished, and moreover be liable to satisfy all Costs and Damages, by Restitution and Reparation upon Pain and Obligation of Person and Goods.

X. For this Cause all the Commanders of private Men of War shall from henceforth be obliged, before they receive their Commissions, to enter, before a competent Judge, good and sufficient Security by able and responsible Men, who have no Part or Interest in such Ship, in the Sum of fifteen hundred Pounds Sterling, or sixteen thousand five hundred Livres ; and when they have above one hundred and fifty Men, then in the Sum of three thousand Pounds Sterling, or three and thirty thousand Livres, that they will give full Satisfaction for any Damages or Injuries whatsoever, which they or their Officers, or others in their Service, shall commit in their Courses at Sea, contrary to this present Treaty, or any other whatsoever, between his Majesty of *Great Britain* and the said most Christian King, and upon the Pain of Revocation and Annulling their said Commissions ; in which it shall be always inserted, that they have given such Security as above said ; and likewise it is agreed, that the Ship itself shall be also liable to make Satisfaction for Injuries and Damages done by her. N°. 1541.

XI. His Majesty of *Great Britain* and the said most Christian King, being desirous that the Subjects of each other may be mutually treated in all Countries under their Obedience respectively with the like Kindness as their own Subjects, will give all necessary and effectual Orders, that Judgments upon Ships and Merchandize taken at Sea be given according to the Rule of Justice and Equity, by Judges beyond all Suspicion, and not any ways concerned in the Cause under Debate ; and his Majesty of *Great Britain* and the most Christian King will likewise give strict Orders, that all Sentences already given, and which shall be hereafter given, be, according to the Tenor thereof, duly put in Execution, and obtain their Effect. N°. 1542.

- N^o. 1543. XII. And whensoever the Ambassadors, or other publick Ministers of the King of *Great Britain*, residing in the Court of the most Christian King, shall complain of the Unjustness of Sentences which have been given concerning Ships or Merchandize taken at Sea, and belonging to the Subjects of the King of *Great Britain*, then the said most Christian King, on Demand of the said Ambassadors or Ministers of the King of *Great Britain*, shall cause the said Sentences to be reviewed and examined in his Privy Council, and shall confirm or revoke the Sentences wheresoever given; and likewise, the said most Christian King shall take care, that Right be done to the Party complaining within the Space of four Months, to be accounted from the Day of making such Demand. In like manner, if the Ambassadors, or other publick Ministers of the most Christian King, residing in the Court of the King of *Great Britain*, shall complain of the Unjustness of Sentences which have been given concerning Ships or Merchandize taken at Sea, belonging to Subjects of the said most Christian King, the said King of *Great Britain* shall forthwith commiffionate under his Great Seal Nine of his Privy Council, to adjudge such Matters, and to confirm or revoke the Sentences wheresoever given; and the said Commissioners shall meet within the Space of one Month from the Day of delivering the Complaint. And likewise the said King of *Great Britain* shall take care, that Right be done to the Party complaining within the Space of three Months, to be computed from the first Day of the Meeting of the said Commissioners.
- N^o. 1544. XIII. A Suit being commenced between the Takers of Prizes on the one part, and the Claimers thereof on the other, and a Sentence or Decree being given for the Party reclaiming, the said Sentence or Decree (upon Security given) shall be put in Execution, notwithstanding the Appeal made by him that took the Prize; which shall not be observed, in case the Sentence shall be given against the Claimers.
- N^o. 1545. XIV. And whereas the Masters of Merchant-Ships, and likewise the Mariners and Passengers, do sometimes suffer many Cruelties and barbarous Usages, when they are brought under the Power of Ships which take Prizes in Time of War, the Captors in an inhuman Manner tormenting them, thereby to extort
from

from them such Confessions as they would have to be made; it is agreed, that both his Majesty of *Great Britain* and the most Christian King shall by the severest Proclamations or Edicts forbid all such heinous and inhuman Offences, and as many as they shall by lawful Proofs find guilty of such Acts, they shall take care that they be punished with due and just Punishments, and which may be a Terror to others; and shall command that all the Captains and Officers of Ships, who shall be proved to have committed such heinous Practices, either themselves, or by instigating others to act the same, or by conniving while they were done, shall (besides other Punishments to be inflicted proportionably to their Offences) be forthwith deprived of their Offices respectively. And every Ship brought up as Prize, whose Mariners or Passengers shall have suffered any Torture, shall forthwith be dismissed, and freed, with all her Lading, from all further Examination and Proceeding against her, as well judicial as otherwise.

XV. It is also agreed, that the like Severity of Punishments shall be inflicted upon those, who shall take Commission from Enemies to seize Ships of either Ally or Party. N^o. 1546.

XVI. Lastly, it is agreed and concluded, that this present Treaty, and all and singular the things therein contained, shall be with all convenient Speed on both sides ratified and confirmed, and that the Ratifications thereof shall be, within two Months from the Date hereof, rightly and reciprocally exchanged between both Parties. N^o. 1547.

Dated at *St. Germain's in Laye*, the twenty-fourth Day of *February*, in the Year of our Lord 1677.

The Form of the Passport or (Sea-Brief) to be asked of and given by the Lord High Admiral, or by those to whom the Exercise of Admiralty Jurisdiction is ordinarily committed, or by the Mayor or other chief Magistrate, or by the Commissioners, or other principal Officers of the Customs in their respective Ports and Places within the Dominions of the King of Great Britain, to Ships and Vessels according, to the Purport of the fifth Article.

N^o. 1548. **T**O all unto whom these Presents shall come, greeting :
 We Lord High
 Admiral of [We
 Lords Commissioners executing the Office of the Lord High
 Admiral of or We
 the Mayor or other Magistrate of Commissioners
 or We principal Officers of the Customs in the City or Port of]
 do testify and make known,
 that Master or Commander of the
 Ship called the hath appeared before
 us, and hath declared by solemn Oath, that the said Ship or
 Vessel, containing about
 Tons, of which he is at present Master or Commander, doth
 belong to the Inhabitants of
 within the Dominions of the most serene
 and mighty Prince the King of *England, Scotland, France, and*
Ireland, Defender of the Faith, &c. So help him God. And
 in regard it would be most acceptable to us, that the said Mas-
 ter or Commander be assisted in his just and lawful Affairs, we
 do request you, and every of you, wheresoever the said Master
 or Commander shall arrive with his Ship, and the Goods laden
 on board, and carried in her, that you would please to receive
 him courteously, and use him kindly, and admit him, upon
 paying the lawful and usual Customs and other Duties, to enter
 into, remain in, and pass from your Ports, Rivers and Domini-
 ons, and there to enjoy all kind of Right of Navigation, Traffick
 and Commerce in all Places where he shall think fit ; which we
 shall most willingly and readily acknowledge upon all Occa-
 sions.

fions. In Testimony and Confirmation whereof we have with our Hand signed these Presents, and caused them to be sealed with our Seal. Dated at the Day of in the Year of our Lord

And the like Form of Passport (*mutatis mutandis*) shall be N^o. 1549. used by the Subjects of the most Christian King.

Treaty of Peace, good Correspondence and Neutrality, in America, between the most Serene and Mighty Prince James II. by the Grace of God King of England, Scotland, France, and Ireland, Defender of the Faith, &c. and the most Serene and Mighty Prince Lewis XIV. the most Christian King; concluded on the 16th Day of November 1686. N. S.

IV. **I**T is agreed, that both Kings shall have and retain to themselves all the Dominions, Rights, and Pre-eminences in the *American* Seas, Roads and other Waters whatsoever, in as full and ample Manner as of Right belongs to them, and in such Manner as they now possess the same. N^o. 1550.

V. And therefore the Subjects, Inhabitants, Merchants, Commanders of Ships, Masters and Mariners of the Kingdoms, Provinces and Dominions of each King respectively, shall abstain and forbear to trade and fish in all the Places possessed, or which shall be possessed, by one or the other Party in *America*, viz. the King of *Great Britain*'s Subjects shall not drive their Commerce and Trade, nor fish in the Havens, Bays, Creeks, Roads, Shoals or Places which the most Christian King holds, or shall hereafter hold in *America*. And in like manner the most Christian King's Subjects shall not drive their Commerce and Trade, nor fish in the Havens, Bays, Creeks, Roads, Shoals or Places which the King of *Great Britain* possesses, or shall hereafter possess in *America*. And if any Ship or Vessel shall be found trading or fishing contrary to the Tenor of this Treaty, the said Ship or Vessel, with its Lading, Proof being made thereof, shall be confiscated; nevertheless, the Party who shall find himself aggrieved by such Sentence or Confiscation, shall have N^o. 1551.

have Liberty to apply himself to the Privy Council of that King, by whose Governors or Judges the Sentence has been given against him: But it is always to be understood, that the Liberty of Navigation ought in no manner to be disturbed, where nothing is committed against the genuine Sense of this Treaty.

Nº. 1552. VI. It is also agreed, that in case the Subjects and Inhabitants of either of the Kings, with their Shipping (whether publick and of War, or private and of Merchants) be forced thro' Strefs of Weather, Pursuit of Pirates and Enemies, or any other urgent Necessity, for seeking of Shelter and Harbour, to retreat and enter into any of the Rivers, Creeks, Bays, Havens, Roads, Ports and Shores belonging to the other in *America*, they shall be received and treated there with all Humanity and Kindness, and enjoy all friendly Protection and Help; and it shall be lawful for them to refresh and provide themselves at reasonable and the usual Rates, with Victuals and all things needful for the Sustenance of their Persons, or Reparation of their Ships and Conveniency of their Voyage; and they shall no manner of way be detained or hindred from returning out of the said Ports or Roads, but shall remove and depart when and whither they please, without any Let or Hindrance; provided always, that they do not break Bulk, nor carry out of their Ships any Goods, exposing them to Sale, nor receive any Merchandize on board, or employ themselves in Fishing, under the Penalty of the Confiscation of Ships and Goods, as in the foregoing Article is expressed. And it is further agreed, that whensoever the Subjects of either King shall be forced to enter with their Ships into the other's Ports, as is abovementioned, they shall be obliged at their Coming in to hang out their Flag or the Colours of their Nation, and give Notice of their Coming by thrice firing a Cannon; and if they have no Cannon, by firing a Musket thrice; which if they shall omit to do, and yet send their Boat on shore, they shall be liable to Confiscation.

Nº. 1553. VII. If any Ships belonging to either of the Kings, their People and Subjects, shall within the Coasts or Dominions of the other stick upon the Sands, or be wreck'd (which God forbid) or suffer any Damage, all friendly Assistance and Relief shall be given to the Persons shipwreck'd, or such as shall be in Danger thereof; and Letters of Safe-Conduct shall likewise be given

given to them for their free and quiet Passage from thence, and the Return of every one to his own Country.

VIII. When it shall happen, that the Ships of either Party N°. 1554. (as abovementioned) thro' Danger of the Sea, or other urgent Cause, be driven into the Ports of the other, if they be three or four together, and may give just Ground of Suspicion, they shall immediately upon their Arrival acquaint the Governor or chief Magistrate of the Place with the Cause of their Coming; and shall stay no longer, than the said Governor or chief Magistrate will allow, and shall be requisite for supplying themselves with Provision and repairing their Ships.

IX. It is also agreed, that the King of *Great Britain's* Subjects N°. 1555. inhabiting the Island of *St. Christopher* may fetch Salt from the Salt Ponds there, and carry the same away, as well by Sea as by Land, without any Hindrance or Molestation; and also, that the most Christian King's Subjects of the said Island may enter into the Rivers of the great Road, there to fetch or provide themselves with Water; upon Condition nevertheless, that the King of *Great-Britain's* Subjects shall only in the Day-time lade Salt upon their Ships or Vessels; and in like manner, that the most Christian King's Subjects shall fetch Water in the Day-time only: and also, that the Ships or Vessels of either Nation, which shall come for Salt or Water, shall be obliged to give Notice of their Coming by hanging out their Flag, or Colours of their Nation, and by thrice firing a Cannon; and if they have no Cannon, by thrice firing a Musket. And in case any Ship of either Nation shall trade or traffick, under Pretence of fetching Salt or Water, the said Ship shall be forfeited.

X. The Subjects of either Nation shall not harbour the barbarous or wild Inhabitants, or the Slaves or Goods which the said Inhabitants have taken from the Subjects of the other Nation; neither shall they give them any Assistance or Protection in their said Depredations. N°. 1556.

XI. The Governors, Officers and Subjects of either King N°. 1557. shall not in any wise molest or disturb the Subjects of the other in settling their respective Colonies, and in their Commerce and Navigation.

XII. And the more to assure the Subjects of the King of N°. 1558. *Great Britain* and of the most Christian King, that no Injury shall be offered them by the Men of War or Privateers on either side,

sider, all the Captains of the Ships of War of his Majesty of *Great Britain*, as also of the most Christian King, and all their Subjects who shall fit out Privateers, and likewise their privileged Companies, shall be injoin'd not to do any Injury or Damage whatsoever to the other; which if they do, they shall be punished, and be moreover liable to satisfy all Costs and Damages by way of Restitution and Reparation, upon Pain and Obligation of Person and Goods.

N°. 1559. XIII. For this Cause, all Commanders of Privateers shall henceforth be obliged, before they receive their Commissions, to give before a proper Judge good and sufficient Security by able and responsible Men, who have no Share nor Interest in such Ships, for the Sum of one thousand Pounds Sterling, or thirteen thousand Livres; and when they have above one hundred and fifty Men, then in the Sum of two thousand Pounds Sterling, or six and twenty thousand Livres, that they will give full Satisfaction for any Damages or Injuries whatsoever, which they or their Officers, or others in their Service, shall commit in their Courses at Sea contrary to this present Treaty, or any other whatsoever between his Majesty of *Great Britain* and the said most Christian King, and upon Pain of forfeiting and annulling their said Commissions; in which it shall always be inserted, that they have given such Security as above said. And likewise it is agreed, that the Ship itself shall be also liable to make Satisfaction for Injuries and Damages done by her.

N°. 1560. XIV. And whereas several Pirates roving up and down in the *American* Seas, as well Northern as Southern, do much Damage to Trade, and molest the Subjects of both Crowns in their Navigation and Commerce in those Parts, it is agreed, that strict Orders shall be given to the Governors and Officers of both Kings, that they give no Assistance nor Protection to any Pirates, of whatsoever Nation they be, nor suffer them to have any Retreat into the Ports or Roads of their respective Governments; and the said Governors and Officers shall also be expressly commanded to punish as Pirates, all such who shall fit out any Ship or Ships without lawful Commission and Authority.

N°. 1561. XV. No Subjects of either King shall ask or take any Commission or Letters of Mart for arming any Ship or Ships to go a Privateerin in *America*, whether Northern or Southern, from any Prince or State with which the other is in War; and if any
Person

Person shall take such Commission or Letters of Mart, he shall be punished as a Pirate.

XVI. The most Christian King's Subjects shall have Liberty N°. 1562.
to fish for Turtles in the Islands of *Cayman*.

XVII. That in case it should happen any Differences or Disputes should arise between the Subjects of the said most serene Kings in the said Islands, Colonies, Ports, Cities and Governments, under the Dominions of either respectively, whether at Sea or Land, this Peace and good Correspondence shall not thereby be interrupted or infringed; but the said Differences which may happen between the Subjects of both Kings shall be adjudged and determined by the Governors of each Jurisdiction respectively, where they shall have arisen, or by them whom they shall depute; and if the said Differences cannot within the Space of one Year be determined by the said Governors, they shall transmit the same, with the first Opportunity, to the most serene Kings to determine the same according to Justice, in such a manner as they shall think fit. N°. 1563.

XVIII. It is further concluded and agreed, that if any Breach N°. 1564:
should happen (which God forbid) between the said Crowns in *Europe*, no Act of Hostility, either by Sea or Land, shall however be done by any of the most serene King of *Great Britain's* Garrisons, Soldiers or Subjects whatsoever, of the Islands, Colonies, Ports, Cities and Governments which now are or shall hereafter be under the *English* Dominion in *America*, against the most serene and most Christian King's Subjects inhabiting or residing in any of the *American* Colonies. In like manner, and reciprocally, in case aforesaid of a Breach in *Europe*, no Act of Hostility, either by Sea or Land, shall however be committed by any of the most serene and most Christian King's Garrisons, Soldiers or Subjects whomsoever, of the Islands, Colonies, Ports, Cities and Governments which now are or hereafter shall be under the *French* Dominion in *America*, against the most serene King of *Great Britain's* Subjects inhabiting in any of the *American* Colonies, or residing there: But a true and firm Peace and Neutrality shall continue in *America* between the said *British* and *French* Nations, in the same Manner as if such Breach in *Europe* had not happened.

Treaty of Navigation and Commerce between the most Serene and most Potent Princess Anne, by the Grace of God Queen of Great Britain, France, and Ireland, and the most Serene and most Potent Prince Lewis XIV. the most Christian King; concluded at Utrecht the 31st Day of March, O. S. 1713.

N^o. 1565. I. **I**T is agreed and concluded between the most serene and most potent Queen of *Great Britain*, and the most serene and most potent the most Christian King, that there shall be a reciprocal and intirely perfect Liberty of Navigation and Commerce between the Subjects on each Part, thro' all and every the Kingdoms, States, Dominions and Provinces of their Royal Majesties in *Europe*, concerning all and singular kinds of Goods, in those Places, and on those Conditions, and in such Manner and Form, as is settled and adjusted in the following Articles.

N^o. 1566. II. But that the Commerce and Friendship between the Subjects of the abovesaid Parties may be hereafter secure, and free from all Trouble and Molestation, it is agreed and concluded, that if at any Time any ill Understanding and Breach of Friendship or Rupture should happen between the Crowns of their Royal Majesties (which God forbid) in such case the Term of six Months shall be allowed after the said Rupture, to the Subjects and Inhabitants on each Part, residing in the Dominions of the other, in which they themselves may retire, together with their Families, Goods, Merchandizes and Effects, and carry them whither they shall please; as likewise at the same Time the selling and disposing of their Goods, both moveable and immoveable, shall be allowed them freely and without any Disturbance; and in the mean Time their Goods, Effects, Wares, and Merchandizes, and particularly their Persons, shall not be detained or troubled by Arrest or Seizure; but rather in the mean while, the Subjects on each side shall have and enjoy good and speedy Justice; so that, during the said Space of six Months, they may be able to recover their Goods and Effects intrusted as well to the Publick, as to private Persons.

III. It

III. It is likewise agreed and concluded, that the Subjects and Inhabitants of the Kingdoms, Provinces and Dominions of each of their Royal Majesties shall exercise no Acts of Hostility and Violence against each other, either by Sea or Land, or in Rivers, Streams, Ports or Havens, under any Colour or Pretence whatsoever; so that the Subjects of either Party shall receive no Patent, Commission or Instruction for arming and acting at Sea as Privateers, nor Letters of Reprizal, as they are called, from any Princes or States which are Enemies to one side or the other; nor by Virtue or under Colour of such Patents, Commissions or Reprizals, shall they disturb, infest, or any way prejudice or damage the aforesaid Subjects and Inhabitants of the Queen of *Great Britain*, or of the most Christian King; neither shall they arm Ships in such manner as is above-said, or go out to Sea therewith. To which End, as often as it is required by either side, strict and express Prohibition shall be renewed and published in all the Regions, Dominions and Territories of each Party wheresoever, that no one shall in any wise use such Commissions or Letters of Reprizal, under the severest Punishment that can be inflicted on the Transgressors, besides Restitution and full Satisfaction to be given to those to whom they have done any Damage; neither shall any Letters of Reprizal be hereafter granted on either side by the said Confederates, to the Detriment or Disadvantage of the Subjects of the other, except in such Case only as Justice is denied or delayed; to which Denial or Delay Credit shall not be given, unless the Petition of the Person who desires the said Letters of Reprizal be communicated to the Minister residing there on the Part of the Prince against whose Subjects they are to be granted, that within the Space of four Months, or sooner if possible, he may evince the contrary, or procure the Performance of what is due to Justice.

IV. The Subjects and Inhabitants of each of the aforesaid Confederates shall have Liberty freely and securely, without Licence or Passport general or special, by Land or Sea, or any other Way, to go into the Kingdoms, Countries, Provinces, Lands, Islands, Cities, Villages, Towns walled or unwalled, fortified or unfortified, Ports, Dominions or Territories whatsoever of the other Confederate in *Europe*, there to enter, and to return from thence, to abide there, or to pass thro' the same; and in

the mean time to buy and purchase, as they please, all things necessary for their Subsistence and Use ; and they shall be treated with all mutual Kindness and Favour. Provided however, that in all these Matters they behave and comport themselves conformably to the Laws and Statutes, and live and converse with each other friendly and peaceably, and keep up reciprocal Concord by all manner of good Understanding.

- Nº. 1569. V. The Subjects of each of their Royal Majesties may have Leave and Licence to come with their Ships, as also with the Merchandizes and Goods on board the same (the Trade and Importation whereof are not prohibited by the Laws of either Kingdom) to the Lands, Countries, Cities, Ports, Places and Rivers of either side in *Europe*, to enter into the same, to resort thereto, to remain and reside there, without any Limitation of Time; also to hire Houses, or to lodge with other People, and to buy all lawful kinds of Merchandizes where they think fit, from the first Workman or Seller, or in any other Manner, whether in the publick Market for the Sale of things, in Mart-Towns, Fairs, or wheresoever those Goods are manufactured or sold. They may likewise lay up and keep in their Magazines and Warehouses, and from thence expose to sale, Merchandizes brought from other Parts; neither shall they be in any wise obliged, unless willingly and of their own Accord, to bring their said Merchandizes to the Marts and Fairs; on this Condition however, that they shall not sell the same by Retail in Shops or anywhere else: But they are not to be loaded with any Impositions or Taxes on account of the said Freedom of Trade, or for any other Cause whatsoever, except what are to be paid for their Ships and Goods according to the Laws and Customs received in each Kingdom. And moreover, they shall have free Leave without Molestation to remove themselves, and, if they happen to be married, their Wives, Children and Servants, together with their Merchandizes, Wares, Goods and Effects, either bought or imported, whensoever and whithersoever they shall think fit, out of the Bounds of each Kingdom, by Land and by Sea, on the Rivers and fresh Waters, discharging the usual Duties, notwithstanding any Law, Privilege, Grant, Immunity or Custom, in any wise importing the contrary. But in the Business of Religion there shall be an entire Liberty allowed to

to the Subjects of each of the Confederates, as also, if they are married, to their Wives and Children; neither shall they be compelled to go to the Churches, or to be present at the religious Worship in any other Place: On the contrary, they may without any Molestation perform their religious Exercises after their own Way, although it be forbid by the Laws of the Kingdom, privately and within their own Walls, and without the Admittance of any other Persons whatsoever. Moreover, Liberty shall not be refused to bury the Subjects of either Party, who die in the Territories of the other, in convenient and decent Places, to be appointed for that Purpose, as Occasion shall require; and the dead Bodies of those who are buried, shall be no ways molested. The Laws and Statutes of each Kingdom shall remain in full Force, and shall duly be put in Execution, whether they relate to Commerce and Navigation, or to any other Right; those Cases only being excepted, concerning which it is otherwise determined in the Articles of this present Treaty.

VI. The Subjects of each Party shall pay the Tolls, Customs, and Duties of Import and Export, through all the Dominions and Provinces of either Party, as are due and accustomed: And that it may be certainly known what are all the said Tolls, Customs and Duties of Import and Export, it is likewise agreed, that Tables shewing the Customs, Port Duties and Imposts shall be kept in publick Places, both at *London*, and in other Towns within the Dominions of the Queen of *Great Britain*, and at *Roan*, and other Towns of *France* where Trading is used, whereto Recourse may be had, as often as any Question or Dispute arises concerning such Port Duties, Customs and Imposts, which are to be demanded in such manner, and no otherwise, as shall be agreeable to the plain Words and genuine Sense of the above-said Tables. And if any Officer, or other Person in his Name, shall under any Pretence, publicly or privately, directly or indirectly ask or take of a Merchant, or of any other Person, any Sum of Money, or any thing else on account of Right, Dues, Stipend, Exhibition or Compensation, although it be under the Name of a free Gift, or in any other Manner, or under any other Pretence, more or otherwise than what is prescribed above; in such Case the said Officer or his Deputy, if he be found guilty, and convicted of the same before a competent Judge, in the Country where the Crime was committed, shall

shall give full Satisfaction to the Party that is wronged, and shall likewise be punished according to the Direction of the Laws.

N^o. 1571. VII. Merchants, Masters of Ships, Owners, Mariners, Men of all kinds, Ships, and all Merchandizes in general, and Effects of one of the Confederates, and of his Subjects and Inhabitants, shall, on no publick or private Account, by virtue of any general or special Edict, be seized in any the Lands, Ports, Havens, Shores or Dominions whatsoever of the other Confederate for the publick Use, for warlike Expeditions, or for any other Cause, much less for the private Use of any one; nor shall they be detained by Arrests, compelled by Violence, or under any Colour thereof, or in any wise molested or injured. Moreover, it shall be unlawful for the Subjects of both Parties to take any thing or to extort it by Force, except the Person to whom it belongs consent, and it be paid for with ready Money; which however is not to be understood of that Detention and Seizure, which shall be made by the Command and Authority of Justice and by the ordinary Methods, on account of Debt or Crimes; in respect whereof the Proceeding must be by way of Law, according to the Form of Justice.

N^o. 1572. VIII. Furthermore it is agreed and concluded as a general Rule, that all and singular the Subjects of the most serene Queen of *Great Britain*, and of the most serene and most Christian King, in all Countries and Places subject to their Power on each side, as to all Duties, Impositions or Customs whatsoever concerning Persons, Goods and Merchandizes, Ships, Freights, Seamen, Navigation and Commerce, shall use and enjoy the same Privileges, Liberties and Immunities at least, and have the like Favour in all things, as well in the Courts of Justice, as in all such things as relate either to Commerce, or to any other Right whatever, which any foreign Nation, the most favoured, has, uses and enjoys, or may hereafter have, use and enjoy.

N^o. 1573. IX. It is farther agreed, that, within the Space of two Months after a Law shall be made in *Great Britain*, whereby it shall be sufficiently provided, that no more Customs or Duties be paid for Goods and Merchandizes brought from *France* to *Great Britain*, than what are payable for Goods and Merchandizes

dizes of the like Nature imported into *Great Britain* from any other Country in *Europe*; and that all Laws made in *Great Britain* since the Year 1664, for prohibiting the Importation of any Goods and Merchandizes coming from *France*, which were not prohibited before that Time, be repealed; the general Tariff made in *France* the 18th Day of *September* in the Year 1664, shall take Place again, and the Duties payable in *France* by the Subjects of *Great Britain*, for Goods imported and exported, shall be paid according to the Tenor of the Tariff above-mentioned, and shall not exceed the Rule therein settled, in the Provinces whereof mention is there made; and in the other Provinces the Duty shall not be payable, otherwise than according to the Rule at that Time prescribed. And all Prohibitions, Tariffs, Edicts, Declarations, or Decrees made in *France* since the said Tariff of the Year 1664, and contrary thereunto, in respect to the Goods and Merchandizes of *Great Britain*, shall be repealed: But whereas it is urged on the Part of *France*, that certain Merchandizes, that is to say, Manufactures of Wool, Sugar, salted Fish, and the Product of Whales, be excepted out of the Rule of the above-mentioned Tariff, and likewise other Heads of Matters belonging to this Treaty remain, which having been proposed on the Part of *Great Britain*, have not yet been mutually adjusted, a Specification of all which is contained in a separate Instrument, subscribed by the Ambassadors Extraordinary and Plenipotentiaries on both sides; it is hereby provided and agreed, that within two Months from the Exchange of Ratifications of this Treaty, Commissaries on both sides shall meet at *London*, to consider of and remove the Difficulties concerning the Merchandizes to be excepted out of the Tariff of the Year 1664, and concerning the other Heads, which, as is above-said, are not yet wholly adjusted. And at the same Time the said Commissaries shall likewise endeavour (which seems to be very much for the Interest of both Nations) to have the Methods of Commerce on one Part, and of the other, more thoroughly examined, and to find out and establish just and beneficial Means on both sides for removing the Difficulties in this Matter, and for regulating the Duties mutually. But it is always understood and provided, that all and singular the Articles of this Treaty do in the mean while remain in their full Force, and

and especially that nothing be deemed, under any Pretence whatsoever, to hinder the Benefit of the general Tariff of the Year 1604, from being granted to the Subjects of her Royal Majesty of *Great Britain*, and the said *British* Subjects from having and enjoying the same, without any Delay or Tergiversation, within the Space of two Months after a Law is made in *Great Britain*, as above-said, in as ample Manner and Form as the Subjects of any Nation, the most favoured, might have and enjoy the Benefit of the aforesaid Tariff; any thing to be done or discussed by the said Commissaries to the contrary in any wise notwithstanding.

- N^o. 1574. X. The Duties on Tobacco imported into *France* either in the Leaf or prepared, shall be reduced hereafter to the same moderate Rate, as the said Tobacco, of the Growth of any Country in *Europe* or *America*, being brought into *France*, does or shall pay. The Subjects on both sides shall also pay the same Duties in *France* for the said Tobacco; there shall be likewise an equal Liberty of selling it; and the *British* Subjects shall have the same Laws as the Merchants of *France* themselves have and enjoy.
- N^o. 1575. XI. It is likewise concluded, that the Imposition or Tax of fifty Sols *Tournois* laid on *British* Ships in *France* for every Ton, shall wholly cease, and be from henceforward annulled. In like manner, the Tax of 5*s*. Sterling laid on *French* Ships in *Great Britain* for every Ton, shall cease; neither shall the same or any the like Impositions be laid hereafter on the Ships of the Subjects on either side.
- N^o. 1576. XII. It is further agreed and concluded, that it shall be wholly free for all Merchants, Commanders of Ships, and other the Subjects of the Queen of *Great Britain*, in all Places of *France*, to manage their own Business themselves, or to commit them to the Management of whomsoever they please; nor shall they be obliged to make use of any Interpreter or Broker, nor to pay them any Salary, unless they chuse to make use of them. Moreover, Masters of Ships shall not be obliged, in loading or unloading their Ships, to make use of those Workmen, either at *Bourdeaux*, or in any other Places, as may be appointed by publick Authority for that Purpose; but it shall be entirely free for them to load or unload their Ships by themselves, or to make use

use of such Persons in loading or unloading the same, as they shall think fit, without the Payment of any Salary to any other whomsoever; neither shall they be forced to unload any sort of Merchandizes, either into other Ships, or to receive them into their own, or to wait for their being loaded longer than they please. And all and every the Subjects of the most Christian King shall reciprocally have and enjoy the same Privileges and Liberty in all Places in *Europe* subject to the Dominions of *Great Britain*.

XII. It shall be wholly lawful and free for Merchants and others, being Subjects either to the Queen of *Great Britain*, or to the most Christian King, by Will, or any other Disposition, made either during the Time of Sicknes, or at any other Time, before or at the Point of Death, to devise or give away their Merchandizes, Effects, Money, Debts belonging to them, and all moveable Goods, which they have or ought to have at the Time of their Death, within their Dominions and any other Places belonging to the Queen of *Great Britain* and to the most Christian King. Moreover, whether they die, having made their Will, or intestate, their lawful Heirs, and Executors or Administrators, residing in either of the Kingdoms, or coming from any other Part, although they be not naturalized, shall freely and quietly receive and take Possession of all the said Goods and Effects whatsoever, according to the Laws of *Great Britain* and *France* respectively; in such manner however, that the Wills and Right of entring upon the Inheritances of Persons intestate, must be proved according to Law, as well by the Subjects of the Queen of *Great Britain*, as by the Subjects of the most Christian King, in those Places where each Person died, whether that may happen in *Great Britain* or in *France*, any Law, Statute, Edict, Custom, or *Droit d'Aubeine* whatever, to the contrary notwithstanding.

Nº. 1577.

XIV. A Dispute arising between any Commander of the Ships of either side and his Seamen, in any Port of the other Party, concerning Wages due to the said Seamen, or other civil Causes, the Magistrate of the Place shall require no more from the Person accused, than that he give to the Accuser a Declaration in Writing, witnessed by the Magistrate, whereby he shall be bound to answer that Matter before a competent Judge in his own Country: which being done, it shall not be lawful either for

Nº. 1578.

Seamen to desert their Ship, or to hinder the Commander from prosecuting his Voyage. It shall moreover be lawful for the Merchants on both sides, in the Places of their Abode, or elsewhere, to keep Books of their Accounts and Affairs, as they shall think fit, and to have an Intercourse of Letters, in such Language or Idiom as they shall please, without any Molestation or Search whatsoever: But if it should happen to be necessary for them to produce their Books of Accounts for deciding any Dispute and Controversy, in such Case they shall be obliged to bring into Court the intire Books or Writings, but so as that the Judge may not have Liberty to inspect any other Articles in the said Books, than such as shall relate to the Testimony or Authority in question, or such as shall be necessary to give Credit to the said Books; neither shall it be lawful, under any Pretence, to take the said Books or Writings forcibly out of the Hands of the Owners, or to retain them, the case of Bankruptcy only excepted; neither shall the said Subjects of the Queen of *Great Britain* be obliged to write their Accounts, Copies of Letters, Acts or Instruments relating to Trade, on stampd Paper, in *French*, *Papier timbré*, except their Day Book, which, that it may be produced as Evidence in any Law-suit, ought, according to the Laws, which all Persons trading in *France* are to observe, to be subscribed *gratis* by the Judge, and signed with his own Hand.

Nº. 1579. XV. It shall not be lawful for any foreign Privateers (not being Subjects of one or of the other of the Confederates) who have Commissions from any other Prince or State in Enmity with either Nation, to fit their Ships in the Ports of one or the other of the aforesaid Parties, to sell what they have taken, or in any other manner whatever to exchange either Ships, Merchandizes, or any other Ladings; neither shall they be allowed even to purchase Victuals, except such as shall be necessary for their going to the next Port of that Prince from whom they have Commissions.

Nº. 1580. XVI. The Ships of both Parties being laden, sailing along the Coasts or Shores of the other, and being forced by Storm into the Havens or Ports, or coming to land in any other manner, shall not be obliged there to unlade their Goods, or any Part thereof, or to pay any Duty, unless they do of their own Accord

Accord unlade their Goods there, or dispose of any Part of their Lading : But it may be lawful to take out of the Ship, and to sell (Leave being first obtained from those who have the Inspection of Sea Affairs) a small Part of their Lading, for this End only, that Necessaries, either for the Refreshment or Victualling of the Ship, may be purchased ; and in that case, the whole Lading of the Ship shall not be subject to pay the Duties, but that small Part only, which has been taken out and sold.

XVII. It shall be lawful for all and singular the Subjects of N^o. 1581. the Queen of *Great Britain* and of the most Christian King, to sail with their Ships with all manner of Liberty and Security, no Distinction being made who are the Proprietors of the Merchandizes laden thereon, from any Port to the Places of those who are now, or shall be hereafter at Enmity with the Queen of *Great Britain* or the most Christian King. It shall likewise be lawful for the Subjects and Inhabitants aforesaid to sail with the Ships and Merchandizes aforementioned, and to trade with the same Liberty and Security from the Places, Ports and Havens of those who are Enemies of both or of either Party, without any Opposition or Disturbance whatsoever, not only directly from the Places of the Enemy aforementioned to Neutral Places, but also from one Place belonging to an Enemy to another Place belonging to an Enemy, whether they be under the Jurisdiction of the same Prince, or under several. And as it is now stipulated concerning Ships and Goods, that free Ships shall also give a Freedom to Goods, and that every thing shall be deemed to be free and exempt, which shall be found on board the Ships belonging to the Subjects of either of the Confederates, altho' the whole Lading, or any Part thereof, should appertain to the Enemies of either of their Majesties, contraband Goods being always excepted, on the Discovery whereof Matters shall be managed according to the Sense of the subsequent Articles : It is also agreed in like manner, that the same Liberty be extended to Persons who are on board a free Ship, with this Condition, that although they be Enemies to both or to either Party, they are not to be taken out of that free Ship, unless they are Soldiers, and in actual Service of the Enemies.

Nº. 1582. XVIII. This Liberty of Navigation and Commerce shall extend to all kinds of Merchandizes, excepting those only which follow in the next Article, and which are signified by the Name of Contraband.

Nº. 1583. XIX. Under this Name of contraband or prohibited Goods shall be comprehended Arms, great Guns, Bombs, with their Fuzes and other things belonging to them, Fire-balls, Gunpowder, Match, Cannon-ball, Pikes, Swords, Lances, Spears, Halberds, Mortars, Petards, Granadoes, Saltpetre, Muskets, Musket ball, Helmets, Head-pieces, Breast-plates, Coats of Mail, and the like kinds of Arms, proper for arming Soldiers, Musket Rests, Belts, Horses with their Furniture, and all other warlike Instruments whatever.

Nº. 1584. XX. These Merchandizes which follow shall not be reckoned among prohibited Goods, that is to say, all sorts of Cloths, and all other Manufactures woven of any Wool, Flax, Silk, Cotton, or any other Materials whatever; all kinds of Cloaths and wearing Apparel, together with the Species whereof they are used to be made; Gold and Silver, as well coined as uncoined; Tin, Iron, Lead, Copper, Brasses, Coals; as also Wheat and Barley, with any other kind of Corn and Pulse; Tobacco, and likewise all manner of Spices, salted and smoaked Flesh, salted Fish, Cheese and Butter, Beer, Oils, Wines, Sugars, and all sorts of Salt, and in general all Provisions which serve for the Nourishment of Mankind and the Sustenance of Life: Furthermore, all kinds of Cotton, Hemp, Flax, Tar, Pitch, Ropes, Cables, Sails, Sail-Cloths, Anchors, and any Parts of Anchors; also Ship-Masts, Planks, Boards and Beams, of what Trees soever, and all other things proper either for building or repairing Ships; and all other Goods whatever, which have not been worked into the Form of any Instrument or thing prepared for War by Land or by Sea, shall not be reputed contraband, much less such as have been already wrought and made up for any other Use; all which shall wholly be reckoned among free Goods, as likewise all other Merchandizes and Things, which are not comprehended and particularly mentioned in the preceding Article; so that they may be transported and carried in the freest Manner by the Subjects of both Confederates, even to Places belonging to an Enemy, such Towns or Places being

ing only excepted, as are at that Time besieged, blocked up round about, or invested.

XXI. To the End that all manner of Dissentions and Quarrels N^o. 1585. may be avoided and prevented on one side and the other, it is agreed, that in case either of their Royal Majesties, who enter into this Alliance, should be engaged in War, the Ships and Vessels belonging to the Subjects of the other Ally must be furnished with Sea-Letters or Passports, expressing the Name, Property and Bulk of the Ship, as also the Name and Place of Habitation of the Master and Commander of the said Ship, that it may appear thereby, that the Ship really and truly belongs to the Subjects of one of the Princes; which Passports shall be made out and granted according to the Form annexed to this Treaty. They shall likewise be recalled every Year, that is, if the Ship happens to return home within the Space of a Year. It is likewise agreed, that such Ships being laden, are to be provided not only with Passports, as abovementioned, but also with Certificates, containing the several Particulars of the Cargo, the Place whence the Ship sailed, and whither she is bound; so that it may be known whether any forbidden or contraband Goods as are enumerated in the 19th Article of this Treaty, be on board the same; which Certificates shall be made out by the Officers of the Place whence the Ship set sail, in the accustomed Form. And if any one shall think it fit or adviseable to express in the said Certificates the Person to whom they belong, he may freely do so.

XXII. The Ships of the Subjects and Inhabitants of both their most serene Royal Majesties, coming to any of the Sea Coasts within the Dominions of either of the Confederates, but not willing to enter into Port, or being entred, yet not being willing to shew or to sell the Cargoes of their Ships, shall not be obliged to give an Account of their Lading, unless they are suspected upon sure Evidence of carrying to the Enemies of the other Confederate prohibited Goods, called contraband.

XXIII. And in case of the said manifest Suspicion, the said N^o. 1587. Subjects and Inhabitants of the Dominions of both their most serene Royal Majesties shall be obliged to exhibit in the Ports their Passports and Certificates, in the manner before specified.

XXIV. But

N^o. 1538. XXIV. But in case the Ships of the Subjects and Inhabitants of both their most serene Royal Majesties, either on the Sea Coast or on the high Seas, shall meet with the Men of War of the other, or with Privateers, the said Men of War and Privateers, for preventing any Inconveniences, are to remain out of Cannon-shot, and to send a Boat to the Merchant Ship which has been met with, and shall enter her with two or three Men only, to whom the Master or Commander of such Ship or Vessel shall shew his Passport, concerning the Property thereof, made out according to the Form annexed to this present Treaty; and the Ship which shall exhibit one, shall have free Passage, and it shall be wholly unlawful any way to molest her, search, or compel her to quit her intended Course.

N^o. 1589. XXV. But that Merchant Ship of the other Party which intends to go to a Port at Enmity with the other Confederate, or concerning whose Voyage and the sort of Goods on board there may be just Suspicion, shall be obliged to exhibit, either on the high Seas or in the Ports and Havens, not only her Passports, but her Certificates, expressing that they are not of the kind of Goods prohibited, which are specified in the 19th Article.

N^o. 1590. XXVI. But if one Party, on exhibiting the abovesaid Certificates mentioning the Particulars of the things on board, should discover any Goods of that kind, which are declared contraband or prohibited by the 19th Article of this Treaty, to be designed for a Port subject to the Enemy of the other, it shall not be lawful to break up the Hatches of that Ship, wherein the same shall happen to be found, whether she belong to the Subjects of *Great Britain* or of *France*; to open the Chests, Packs or Casks therein, or to remove even the smallest Parcel of the Goods, unless the Lading be brought on Shore, in the Presence of the Officers of the Court of Admiralty, and an Inventory thereof be made: But there shall be no Allowance to sell, exchange, or alienate the same in any manner, unless, after due and lawful Process has been had against such prohibited Goods, the Judges of the Admiralty respectively shall, by a Sentence pronounced, have confiscated the same; saving always as well the Ship itself, as the other Goods found therein, which by this Treaty are to be esteemed free; neither may they be detain'd on Pretence of their being, as it were, infected by the prohibited Goods, much less shall they be confiscated as lawful Prize. But if not the whole Cargo, but only
Part

Part thereof, shall consist of prohibited or contraband Goods, and the Commander of the Ship shall be ready and willing to deliver them to the Captor, who has discovered them, in such case the Captor having received those Goods, shall forthwith discharge the Ship, and not hinder her, by any means, freely to prosecute the Voyage on which she was bound.

XXVII. On the contrary it is agreed, that whatever shall be found to be laden by the Subjects and Inhabitants of either Party on any Ship belonging to the Enemy of the other and his Subjects, the Whole, altho' it be not of the sort of prohibited Goods, may be confiscated, in the same manner as if it belonged to the Enemy himself; except those Goods and Merchandizes that were put on board such Ship before the Declaration of War, or even after such Declaration, if so be it were done within the Time and Limits following; that is to say, if they were put on board such Ship in any Port and Place within the Space of six Weeks after such Declaration within the Bounds called the *Naze* in *Norway* and the *Soundings*; of two Months from the *Soundings* to the City of *Gibraltar*; of ten Weeks in the *Mediterranean Sea*; and of eight Months in any other Country or Place in the World; so that the Goods of the Subjects of either Prince, whether they be of the Nature of such as are prohibited or otherwise, which, as is aforesaid, were put on board any Ship belonging to an Enemy before the War, or after the Declaration of the same within the Time and Limits above-said, shall no ways be liable to Confiscation, but shall well and truly be restored without Delay to the Proprietors demanding the same: but so as that if the said Merchandizes be contraband, it shall not be any ways lawful to carry them afterwards to the Ports belonging to the Enemy.

N°. 1591.

XXVIII. And that more abundant Care may be taken for the Security of the Subjects of both their most serene Royal Majesties, that they suffer no Injury by the Men of War or Privateers of the other Party, all the Commanders of the Ships of the Queen of *Great Britain* and of the most Christian King, and all their Subjects, shall be forbid doing any Injury or Damage to the other side; and if they act to the contrary, they shall be punished, and shall moreover be bound to make Satisfaction for all Cause of Damage, and the Interest thereof, by Reparation,

N°. 1592.

paration, under the Bond and Obligation of their Person and Goods.

No. 1593. XXIX. For this Cause all Commanders of Privateers, before they receive their Patents or special Commissions, shall hereafter be obliged to give, before a competent Judge, sufficient Security by good Bail, who are Men able to pay, and have no Interest in the said Ship, and are each bound in the Whole for the Sum of 1500*l.* Sterling, or 16500 Livres *Tournois*; or if such Ship be provided with above one hundred and fifty Seamen or Soldiers, for the Sum of 3000*l.* Sterling, or 33000 Livres *Tournois*, that they will make intire Satisfaction for any Damages and Injuries whatsoever, which they or their Officers, or others in their Service, commit during their Course at Sea, contrary to this present Treaty, or the Edicts of either of their most serene Royal Majesties, published by virtue thereof; under Penalty likewise of having their special Commissions and Patents revoked and annulled.

No. 1594. XXX. Both their above-named Royal Majesties being willing to shew a mutual and equal Favour in all their Dominions respectively, to the Subjects of each other, in the same manner as if they were their own Subjects, will give such Orders as shall be necessary and effectual, that Justice be administered concerning Prizes in the Court of Admiralty, according to the Rules of Equity and Right, and the Articles of this Treaty, by Judges who are above all Suspicion, and who have no manner of Interest in the Cause in Dispute.

No. 1595. XXXI. Whensoever the Ambassadors of each of their Royal Majesties above-named, and other their Ministers having a publick Character, and residing in the Court of the other Prince, shall complain of the Unjustness of the Sentences which have been given, their Majesties on each side shall take care, that the same be revised and re-examined in their respective Councils, that it may appear, whether the Directions and Provisions prescribed in this Treaty have been observed, and have had their due Effect: They shall likewise take care, that this Matter be effectually provided for, and that Right be done to every Complainant within the Space of three Months. However, before or after Judgment given, the Revision thereof still depending, for the avoiding of all Damages, it shall not be lawful to sell the Goods

Goods in Dispute, or to unlade them, unless with the Consent of the Person concerned.

XXXII. A Suit being commenced between the Captors of Prizes on one Part, and the Relaimers of the same on the other, and a Sentence or Decree being given in favour of the Reclaimer, that same Sentence or Decree, Security being given, shall be put in Execution, the Appeal of the Captor to a superior Judge in any wise notwithstanding; which, however, is not to be observed, when Judgment has been given against the Reclaimer. N^o. 1596.

XXXIII. In case that either Ships of War or Merchantmen, forced by Storms or other Misfortunes, be driven on Rocks or Shelves on the Coasts of one or the other Party, and are there broken to Pieces and shipwreck'd; whatever Part of the Ships or Tackling thereof, as also of the Goods and Merchandizes, shall be saved, or the Produce thereof, shall be faithfully restored to the Proprietors, Reclaimers or their Factors, paying only the Expences of preserving the same, in such manner as it may be settled on both sides concerning the Rate of Salvage; saving at the same Time the Rights and Customs of each Nation. And both their most serene Royal Majesties will interpose their Authority, that such of their Subjects may be severely punished, who in the like Accident shall be found guilty of Inhumanity. N^o. 1597.

XXXIV. It shall be free for the Subjects of each Party to employ such Advocates, Attornies, Notaries, Solicitors and Factors, as they shall think fit; to which End the said Advocates, and others abovementioned, may be appointed by the ordinary Judges, if it be needful, and the Judges be required thereto. N^o. 1598.

XXXV. And that Commerce and Navigation may be more securely and freely followed, it is farther agreed, that neither the Queen of *Great Britain* nor the most Christian King shall receive any Pirates or Robbers into any of their Ports, Havens, Cities or Towns; neither shall they permit them to be received into their Ports, to be protected or assisted by any manner of Harboursing or Support, by any the Subjects or Inhabitants of either of them: But they shall rather cause all such Pirates and Sea Robbers, or whoever shall receive, conceal or assist them, to be apprehended and punished, as they deserve, for a Terror and Example to others. And all the Ships, Goods or Merchandizes piratically taken by them, and brought into the Ports N^o. 1599.

of the Kingdom of either, as much as can be found, altho' they have by Sale been convey'd to others, shall be restored to the lawful Owners or their Deputies having Instruments of Delegation, and an Authority of Procuration for reclaiming the same; and Indemnification shall be made, proper Evidence being first given in the Court of Admiralty for proving the Property. And all Ships and Merchandizes, of what Nature soever, which can be rescued out of their Hands on the high Seas, shall be brought into some Port of either Kingdom, and delivered to the Custody of the Officers of that Port, with this Intention, that they be deliver'd intire to the true Proprietor, as soon as due and sufficient Proof shall have been made concerning the Property thereof.

N^o. 1600. XXXVI. It shall be lawful as well for the Ships of War of both their most serene Royal Majesties, as for Privateers, to carry whithersoever they please, the Ships and Goods taken from their Enemies; neither shall they be obliged to pay any thing to the Officers of the Admiralty or to any other Judges; nor shall the afore-mentioned Prizes, when they come to and enter the Ports of either of their most serene Royal Majesties, be detained by Arrest; neither shall Searchers or other Officers of those Places make Examination concerning them, or the Validity thereof; but rather they shall have free Liberty to hoist Sail at any Time, to depart and to carry their Prizes to that Place which is mentioned in their Commission or Patent, which the Commanders of such Ships of War shall be obliged to shew. On the contrary, no Shelter or Refuge shall be given in their Ports to such as have made a Prize upon the Subjects of either of their Royal Majesties. And if perchance such Ships shall come in, being forced by Strefs of Weather or the Danger of the Sea, particular Care shall be taken (as far as it is not repugnant to former Treaties made with other Kings and States) that they go from thence, and retire elsewhere as soon as possible.

N^o. 1601. XXXVII. Neither of their most serene Royal Majesties shall permit, that the Ships or Goods of the other be taken upon the Coasts, or in the Ports or Rivers of their Dominions, by Ships of War or others having Commission from any Prince, Commonwealth, or Town whatsoever; and in case such a thing should happen, both Parties shall use their Authority and united Force, that Damage done be made good.

XXXVIII. If

XXXVIII. If hereafter it shall happen thro' Inadvertency or otherwise, that any Contraventions or Inconveniences on either side arise concerning the Observation of this Treaty, the Friendship and good Intelligence shall not immediately thereupon be broke off; but this Treaty shall subsist in all its Force, and a proper Remedy for removing the Inconveniences shall be procured, as likewise Reparation of the Contraventions; and if the Subjects of the one or the other be found in Fault, they only shall be severely punish'd and chastiz'd.

XXXIX. But if it shall appear, that a Captor made use of any kind of Torture upon the Master of the Ship, the Ship's Crew, or others who shall be on board any Ship belonging to the Subjects of the other Party; in such Case, not only the Ship itself, together with the Persons, Merchandizes and Goods whatsoever, shall be forthwith released without any farther Delay, and set intirely free, but also such as shall be found guilty of so great a Crime, as also the Accessaries thereto, shall suffer the most severe Punishment, suitable to their Crime. This the Queen of Great Britain and the most Christian King do mutually engage shall be done without any Respect of Persons.

Form of the Passports to be desired of and given by the Lord High Admiral of Great Britain, &c. or by the Lords Commissioners for executing the Office of High Admiral of Great Britain, &c. according to the Direction of the twenty-first Article of this Treaty.

TO all to whom these Presents shall come, Greeting: N^o. 1604.
We High

Admiral of Great Britain, &c.

[or We Commissioners
for executing the Office of High-Admiral of Great Britain, &c.]
do make known and testify by these Presents, that A. B. of C.
the usual Place of his Dwelling, Master or Commander of the
Ship call'd D. appeared before us, and declared by solemn Oath,
[or, produced a Certificate under the Seal of the Magistrate, or
of the Officers of the Customs of the Town and Port of E.
dated the Day of the Month of

in the Year of our Lord 17 of and concerning the Oath
made before them] that the said Ship and Vessel D. Burden

S s s 2

Tons,

In Witness whereof we have signed this Certificate, and sealed it with the Seal of our Office.

Given the Day of the Month of in the Year
of our Lord 17

Form of the Passports and Letters which are to be given in the Admiralty of France, to the Ships and Barks which shall go from thence, according to the twenty-first Article of this present Treaty.

LEWIS, Count of *Tboulouse*, Admiral of *France*, to all who shall see these Presents, Greeting: We make known, that we have given Leave and Permission to Master and Commander of the Ship called of the Town of Burden Tons, or thereabouts, lying at present in the Port and Haven of and bound for and laden with after his Ship has been visited, and before sailing, that he shall make Oath before the Officers who have the Jurisdiction of the Maritime Affairs, that the said Ship belongs to one or more of the Subjects of his Majesty, the Act whereof shall be put at the End of these Presents; as likewise that he will keep, and cause to be kept by his Crew on board, the Marine Ordinances and Regulations, and enter in the proper Office a List signed and witnessed, containing the Names and Surnames, the Places of Birth and Abode of the Crew of his Ship, and of all who shall embark on board her, whom he shall not take on board without the Knowledge and Permission of the Officers of the Marine; and in every Port or Haven where he shall enter with his Ship, he shall shew this present Leave to the Officers and Judges of the Marine, and shall give a faithful Account to them of what passed and was done during his Voyage: And he shall carry the Colours, Arms and Ensigns of the King and of Us during his Voyage. In Witness whereof we have signed these Presents, and put the Seal of our Arms thereunto, and caus'd the same to be counter-signed by our Secretary of the Marine, at the Day of 17

Nº. 1606.

Signed, LEWIS, Count of *Tboulouse*.

And underneath by

Form :

N.1607. **WE** of the Admiralty of
do certify, that Master of
the Ship named in the above Passport, has taken the Oath men-
tioned therein.

Done at the Day of 17

XL. The present Treaty shall be ratified by the Queen of
Great Britain and by the most Christian King, and the Ratifi-
cations thereof shall be duly exchanged at *Utrecht* within four
Weeks, or sooner if possible.

In Witness whereof, &c.

Nº. 1608. **B**E it known unto all Men, That whereas in the ninth Article
of the Treaty of Commerce, concluded this Day between
the most serene Queen of *Great Britain* and the most serene the
most Christian King, by their Majesties Ambassadors Extraordinary
and Plenipotentiaries, mention is made of some Heads of Matters,
which being proposed on the Part of *Great Britain*, have not
as yet been mutually adjusted ; and therefore it was thought fit to
refer them to be discussed and determined by Commissioners :
We, therefore, the under-written Ambassadors, that it may
certainly appear what are those Heads of Matters which are to
be referred to Commissioners, have resolved to give a particular
Description of them in this Writing ; declaring, that they are
the same, and no other than what follow.

Nº. 1609. I. No Manufacture of either Kingdom, and the Dominions
belonging thereunto, shall hereafter be subject to be inspected
and confiscated, under any Pretence of Fraud or Defect in mak-
ing or working them, or because of any other Imperfection there-
in ; but absolute Freedom shall be allowed to the Buyer and Seller
to bargain and agree for the same, as they shall see good ; any
Law, Statute, Edict, Arrest, Privilege, Grant or Custom to
the contrary notwithstanding.

Nº. 1610. II. And forasmuch as a certain Usage, not confirmed by
any Law, has obtained in several Towns of *Great Britain* and
France, that is to say, that every one for coming in and going
out shall pay a kind of Tax, called in *English*, *Head-Money*, and
in

in *French, Du Chef*; it is concluded, that neither the same, nor any other Duty on that Account shall any more be exacted.

III. And the *British* Merchants shall not hereafter be forbidden to sell Tobacco to any Buyer whom they please; for which purpose, the letting out the Duties on the said Tobacco to Farmers, which has been hitherto practised, shall cease, neither shall such Farming be used again hereafter. N^o. 1611.

IV. The following Case only being excepted, that is to say, where *British* Ships shall take up Merchandizes in one Port, and carry them to another Port of *France*; in which Case, and in no other, the *British* Subjects shall be obliged to pay the Duties abrogated and abolish'd by this Article, only in Proportion to the Goods which they take in, and not according to the Bulk of the Ship. N^o. 1612.

V. Whereas several kinds of Goods contained in Casks, Chests, or other Cases, for which the Duties are paid by Weight, will be exported from and imported into *France* by *British* Subjects, it is therefore agreed, that in such Case the aforesaid Duties shall be payable only according to the Weight of the Goods themselves, but the Weight of the Casks, Chests, and other Cases whatever, shall be deducted in such Manner and Proportion, as has been hitherto used in *England*, and is still practised. N^o. 1613.

VI. It is farther agreed, that if any Mistake or Error shall on either side be committed by any Master of a Ship, his Interpreter or Factor, or by others employed by him, in making the Entry or Declaration of the Goods on board his Ship, for such Defect, if so be some Fraud does not evidently appear, neither the Ship nor the Lading thereof shall be subject to be confiscated; but it shall be free for the Proprietors to take back again such Goods as were omitted in the Entry or Declaration of the Master of the Ship, paying only the accustomed Duties according to the Rates settled in the Books; neither shall the Merchants or the Master of the Ship lose the said Goods, or suffer any other Punishment, if so be the said Goods, so omitted, were not brought on Shore before the Declaration made, and the Custom paid for the same. N^o. 1614.

VII. And whereas the Quality of the Ship, Master and Goods will sufficiently appear from such Passports and Certificates, it shall not be lawful for the Commanders of Men of War to exact any other Verification under any Title whatsoever; but if any

any Merchant Ship shall want such Passports or Certificates, then it may be examined by a proper Judge, but in such Manner, as if it shall be found from other Proofs and Documents, that it truly belongs to the Subjects of either of the Confederates, and contains no prohibited Goods, designed to be carried to the Enemy of the other, it shall not be liable to Confiscation, but shall be released together with its Cargo, in order to proceed on its Voyage; since it may often happen, that such Papers could not come to the Ship, when she was setting sail from any Port, or that they have been lost by some Chance or other, or have been taken away from the Ship. And if, besides the Passports and Certificates made according to the Form of this Treaty, other Passports and Certificates happen to be found in the Ship in another Form, and perhaps according to the Prescription of Treaties made with others, no Pretence shall be taken from thence of detaining, or in any wise molesting, either the Ship or Men or Goods. If the Master of the Ship named in the Passports be removed by Death or any other Cause, and another be put in his place, the Passports shall nevertheless retain their Force, and the Ships and Goods laden thereon shall be secure.

N^o. 1616. VIII. It is farther provided on both sides, and shall be taken for a general Rule, that a Ship and Goods, altho' they have remained in the Enemy's Power for four and twenty Hours, shall not therefore be esteem'd as Capture, and be immediately made Prize; but if on other Accounts they ought to be restor'd, they may be reclaim'd, and shall be given again to the Proprietors.

N^o. 1617. IX. It shall be free for both their Royal Majesties, for the Advantage of their Subjects trading to the Kingdoms and Dominions of the other, to constitute national Consuls of their own Subjects, who shall enjoy that Right and Liberty which belongs to them by reason of the Exercise of their Function; but as to the Places where such Consuls are to be appointed, both sides shall afterwards agree between themselves.

In Witness whereof, &c.

N^o. 1618. **B**E it known to all Men, That whereas in the ninth Article of the Treaty of Navigation and Commerce, concluded the 31st Day of *March*, 1713, between the most serene Queen of *Great Britain*, and the most serene the most Christian King, by the Ambassadors Extraordinary and Plenipotentiaries of their Majesties

Majesties, certain Merchandizes, namely, Woollen Manufactures, Sugars, Salt Fish, and what is produced from Whales, are excepted in general Words from the Rule of the Tariff made the 18th Day of the Month of *September* in the Year 1664, in order to be afterwards referred to the Discussion of Commissaries: To prevent, therefore, all Mistakes and Ambiguity which might perhaps arise from such general Terms, and to make it more evidently appear, what particular sorts of Goods are to come under the Consideration of the aforesaid Commissaries, we the underwritten Ambassadors Extraordinary and Plenipotentiaries have declared by these Presents, and do declare, that the Exception of the abovementioned Merchandizes is to be understood in the Manner following.

I. Whalebone cut and prepared, Fins and Oils of Whales, shall N°. 1619.
pay, at all Places of Importation in the Kingdom, the Duties appointed by the Tariff of the 7th of *December* 1699.

II. Cloths, Ratines and Serges shall be likewise subject to N°. 1620.
the same Duties of the Tariff of the 7th of *December* 1699; and in order to facilitate the Trade thereof, it shall be allowed to import them by *St. Valery* upon the *Somme*, by *Rouen*, and by *Bordeaux*, where these Goods shall be subject to Visitation in the same Manner, as those which are made in the Kingdom.

III. Salt Fish in Barrels only are to be imported into the Kingdom; and at all Places of Entrance in the Kingdom, Countries and Territories under the Dominion of the King, even at all free Ports, the Duties of Landing and of Consumption shall be paid, which were appointed before the Tariff of 1664, and besides 40 Livres *per* Last, consisting of 12 Barrels, weighing each 300 Pounds, for Duty of Entry; which Entry shall not be permitted but by *St. Valery* upon the *Somme*, *Rouen*, *Nants*, *Libourne* and *Bordeaux*, and shall remain prohibited at all other Harbours or Ports, as well in the Ocean as in the *Mediterranean*. N°. 1621.
N°. 1622.

IV. Refined Sugar in Loaf or in Powder, white and brown Sugar-Candy, shall pay the Duties appointed by the Tariff of 1699.

In Confirmation of which, &c.

At *Utrecht*, the 28th Day of *April*, in the Year 1713.

The only Article in the Treaty of *Aix-la-Chapelle* (the last that has been concluded between the Crowns of *England* and *France*) that any wise relates to Commerce, is the third, which confirms the preceding Treaties in these Words :

N^o. 1623. III. **T**HE Treaty of *Wesphalia*, of 1648; those of *Madrid*, between the Crowns of *England* and *Spain*, of 1667 and 1670; the Treaties of Peace of *Nimeguen*, of 1678 and 1679; of *Ryswick* of 1697; of *Utrecht*, of 1713; of *Baden* of 1714; the Treaty of the Triple Alliance of the *Hague* of 1717; that of the Quadruple Alliance of *London* of 1718; and the Treaty of Peace of *Vienna* of 1738, shall serve as a Basis and Foundation to the general Peace and to the present Treaty: And for this purpose those Treaties are renewed and confirmed in the best Form, and as if they were inserted Word for Word, and are still to be exactly observed in their full Force and Virtue, and religiously executed on all sides; excepted however some Points which are derogated from by the present Treaty.

As in the above three Treaties, of 1677, 1686, and 1713, is contained all that is subsisting of prior Treaties between *England* and *France*, we shall take no Notice of some Articles of the older Treaties, inserted in a Book printed anno 1741, for the Instruction of our Captains of Men of War, but refer to the Originals from whence they were extracted, which are

A Treaty of	5 April	1515,	<i>Corps Diplom.</i>	Tom. IV.	P. i.	p. 204.
	7 June	1546,	Ibid.	IV.	ii.	305.
	11 April	1564,	Ibid.	V.	i.	126.
	29 April	1572,	Ibid.	V.	i.	211.
	14 May	1596,	Ibid.	V.	i.	525.
	24 Febr.	1605,	Ibid.	V.	ii.	61.
	29 August	1610,	Ibid.	V.	ii.	149.
	24 April	1629,	Ibid.	V.	ii.	580.
	29 March	1632,	Ibid.	VI.	i.	31.
	3 Nov.	1655,	Ibid.	VI.	ii.	121.
	21 July	1667,	Ibid.	VII.	i.	40.
	10 Sept.	1697,	Ibid.	VII.	ii.	399.

We have been informed by good Authority, in regard to the Marine Treaty concluded at *Utrecht*, in 1713, between *England* and *France*, that as it contains some Articles, such as the Ninth, which could not take Place without the Interposition of Parliament, and no Act of Parliament having been passed for that purpose, the *French*, as it suits their Interest, reject the whole

whole on that Account ; or insist on its being fulfilled, because, although it was not confirmed by Parliament, it was signed by our Plenipotentiaries. It would seem therefore that only the Treaties of 1677 and 1686 are uncontroverted ; and that by the Treaty of *Utrecht* of 1713, which is confirmed by the Treaty of *Aix-la-Chapelle*, the *French* meant only the Treaty of Peace and Friendship, which may be found in the *Corps Diplom.* Tom. VIII. P. i. pag. 339.

See the *Collection of Parliamentary Debates*, Vol. VI. p. 104, 105. ed. 1741. *British Merchant*, Vol. I. Pref. p. vii.---xiii. and p. 67---69. Vol. II. p. 327---382. ed. 1721.

The Treaty of Peace and Friendship between the Crowns of Great Britain and Spain, concluded at Madrid the $\frac{13}{23}$ Day of May in the Year of our Lord 1667.

I. **F**IRST, it is agreed and concluded, That from this Day N^o. 1624.
forwards there shall be, between the two Crowns of *Great Britain* and *Spain*, a General, Good, Sincere, True, Firm, and Perfect Amity, Confederation and Peace, which shall endure for ever, and be observed inviolably, as well by Land as by Sea and Fresh Waters ; and also between the Lands, Countries, Kingdoms, Dominions and Territories, belonging unto, or under the Obedience of either of them. And that their Subjects, People, and Inhabitants respectively, of what Condition, Degree or Quality soever, from henceforth reciprocally, shall help, assist, and shew to one another all Manner of Love, good Offices and Friendship.

II. That neither of the said Kings, nor their respective People, N^o. 1625.
Subjects or Inhabitants within their Dominions, upon any Pretence, may in publick or secret do, or procure to be done, any Thing against the other, in any Place, by Sea or Land, nor in the Ports or Rivers of one or the other, but shall treat one another with all Love and Friendship ; and may by Water and by Land freely and securely pass into the Confines, Countries, Lands, Kingdoms, Islands, Dominions, Cities, Towns, Villages, walled or without Wall, Fortified or Unfortified, their Havens and Ports (where hitherto Trade and Commerce hath been accustomed) and there trade, buy and sell, as well of and to the Inhabitants of the respective Places, as those of their own Nation, or any other Nation that shall be or come there.

T t t 2

III. That

Nº. 1626. III. That the said Kings of *Great Britain* and *Spain* shall take Care that their respective People and Subjects from henceforward do abstain from all Force, Violence and Wrong; and if any Injury shall be done by either of the said Kings, or by the People or Subjects of either of them, to the People or Subjects of the other, against the Articles of this Alliance, or against common Right, there shall not therefore be given Letters of Reprisal, Marque, or Counter-marque, by any of the Confederates, until such Time as Justice is sought and followed in the ordinary Course of Law. But if Justice be denied or delayed, then the King whose People or Inhabitants have received Harm, shall ask it of the other, by whom (as is said) the Justice shall have been denied or delayed, or of the Commissioners that shall be by the one King or the other appointed to receive and hear such Demands, to the End that all such Differences may be compounded in Friendship, or according to Law. But if there should be yet a Delay, or Justice should not be done, nor Satisfaction given within six Months after having the same so demanded, then may be given Letters of Reprisal, Marque or Counter-Marque.

Nº. 1627. IV. That between the King of *Great Britain* and the King of *Spain*, and their respective People, Subjects and Inhabitants, as well upon Sea as upon Land, and fresh Waters, in all and every their Kingdoms, Lands, Countries, Dominions, Confines, Territories, Provinces, Islands, Plantations, Cities, Villages, Towns, Ports, Rivers, Creeks, Bays, Streights and Currents, where hitherto Trade and Commerce hath been accustomed, there shall be free Trade and Commerce, in such Way and Manner, that without Safe-Conduct, and without general or particular Licence, the People and Subjects of each other may freely, as well by Land as by Sea and fresh Waters, navigate and go into their said Countries, Kingdoms, Dominions, and all the Cities, Ports, Currents, Bays, Districts, and other Places thereof; and may enter into any Port with their Ships laden or empty, Carriage or Carriages wherein to bring the Merchandize, and there buy and sell what and how much they please, and also at just and reasonable Rates provide themselves with Provisions and other necessary Things for their Subsistence and Voyage; and also may repair their Ships and Carriages, and from thence again freely depart with their Ships, Carriages, Goods, Merchandize and

and Estate, and return to their own Countries, or to such other Places as they shall think fit, without any Molestation or Impediment, so that they pay the Duties and Customs which shall be due; and saving to either Side the Laws and Ordinances of their Country.

V. *Item*, It is likewise agreed, That for the Merchandizes which the Subjects of the King of *Great Britain* shall buy in *Spain*, or other the Kingdoms or Dominions of the King of *Spain*, and shall carry in their own Ships, or in Ships hired or lent unto them, no new Customs, Toll, Tenths, Subsidies, or other Rights or Duties whatsoever, shall be taken or increased, other than those which in the like Case the Natives themselves, and all other Strangers are obliged to pay; and the Subjects aforesaid buying, selling and contracting for their Merchandizes, as well in respect of the Prices, as of all Duties to be paid, shall enjoy the same Privileges which are allowed to the natural Subjects of *Spain*; and may buy, and lade their Ships with such Goods and Merchandizes; which said Ships being laden, and Customs paid for the Goods, shall not be detained in Port upon any Pretence whatsoever; nor shall the Laders, Merchants, or Factors, who bought and loaded the Goods aforesaid, be questioned after the Departure of the said Ships, for any Matter or Thing whatsoever concerning the same. N^o. 1628.

VI. And to the End that the Officers and Ministers of all Cities, Towns and Villages belonging to either, may neither demand nor take from the respective Merchants and People, greater Taxes, Duties, Stipends, Recompences, Gifts, or any other Charges, than what ought to be taken by Virtue of this Treaty; and that the said Merchants and People may know and understand with Certainty what is ordained in all Things touching this, It is agreed and concluded, That Tables and Lists shall be put up at the Doors of the Custom-houses and Registries of all the Cities, Villages, and Towns of, or appertaining to one or the other King where such Rights and Excises or Customs are usually paid; in which, how much, and of what Quality such Rights, Customs, Subsidies and Payments, either to the Kings or any the aforesaid Officers are allowed, shall be put down in Writing, declaring as well the Species of what is imported, as what is carried out. And if any Officer, or any other in his Name, upon any Pretence whatsoever, in publick N^o. 1629.

lick or secret, directly or indirectly, shall ask or receive of any Merchant or other Person respectively, any Sum of Money or other Thing, by the Name of Right, Due, Stipend, Allowance or Recompence (though it be by the Way of voluntary Donative) more or otherwise than aforefaid, the said Officer or his Deputy being in such Manner guilty, and convict before a competent Judge in the Country where the Crime is committed, shall be put in Prison for three Months, and shall pay thrice the Value of the Thing so received; of which the Half shall be for the King of the Country where the Crime is committed, and the other Half for the Denunciator, for the which he may sue his Right before any competent Judge of the Country where it shall happen.

Nº. 1630. VII. That it shall be lawful for the Subjects of the King of *Great Britain* to bring out, and carry into *Spain*, and all or any Lands and Dominions of the King of *Spain* (where heretofore they have used Trade and Commerce) and trade there with all Kind of Merchandize, Cloths, Manufactures, and Things of the Kingdom of *Great Britain*, and the Manufactures, Goods, Fruits, and Kinds of the Islands, Towns, and Plantations to him appertaining, and what shall have been bought by *English* Factors on this Side, or farther on the other Side of the Cape of *Buena Esperanca*, without being enforced to declare to whom, or for what Price they sell their said Merchandize and Provisions, or being molested for the Errors of the Masters of the Ships or others, in the Entry of the Goods; and at their Pleasure to return again out of the Dominions of the King of *Spain*, with all, or any Goods, Estates and Merchandize, to any of the Territories, Islands, Dominions, and Countries of the King of *England*, or to any other Place, paying the Rights and Tributes mentioned in the antecedent Chapters; and the rest of all their Lading which is not brought to Land, they may detain, keep and carry away in their said Ship or Ships, Vessel or Vessels again, without paying any Right or Imposition whatsoever for it, as if therewith they had never been within any Bay or Port of the Catholick King. And all the Goods, Estates, Merchandize, Ships, or other Vessels, with any Things introduced into the Dominions or Places of the Crown of *Great Britain* as Prizes, and judged for such in the said Dominions and Places, shall be taken for Goods and Merchandize
of

of *Great Britain*, comprehended so by the Intention of this Article.

VIII. That the Subjects and Vessels of the most Serene King of *Great Britain* may bring and carry to all and singular the Dominions of the King of *Spain*, any Fruits and Commodities of the *East-Indies*, it appearing by Testimony of the Deputies of the *East-India* Company in *London*, that they are of, or have come from the *English* Conquests, Plantations or Factories, with like Privilege, and according to what is allowed to the Subjects of the *United Provinces*, by the Royal *Cedulas* of *Contravando*, bearing Date the 27th of *June*, and the 3d of *July*, 1663, and published on the 30th of *June* and 4th of *July* the same Year. And for what may concern both the *Indies*, and any other Parts whatsoever, the Crown of *Spain* doth grant to the King of *Great Britain* and his Subjects, all that is granted to the United States of the *Low Countries* and their Subjects, in their Treaty of *Munster* 1648, Point for Point, in as full and ample Manner as if the same were herein particularly inserted, the same Rules being to be observed whereunto the Subjects of the said United States are obliged, and mutual Offices of Friendship to be performed from one Side to the other. N°. 1631.

IX. That the Subjects of the King of *Great Britain*, trading, buying, and selling in any of the Kingdoms, Governments, Islands, Ports or Territories of the said King of *Spain*, shall have, use, and enjoy all the Privileges and Immunities which the said King hath granted and confirmed to the *English* Merchants that reside in *Andalusia*, by his Royal *Cedulas* or Orders, dated the 19th Day of *March*, the 26th Day of *June*, and the 9th Day of *November*, 1645. His Catholick Majesty by these Presents reconfirming the same as a Part of this Treaty between the two Crowns. And to the End that it may be manifest to all, it is consented, That the said Schedules (as to the whole Substance thereof) be passed and transferred to the Body of the present Articles, in the Name and Favour of all and singular the Subjects of the King of *Great Britain*, residing and trading in any Places whatsoever within his Catholick Majesty's Dominions. N°. 1632.

X. That the Ships, or any other Vessels that shall belong to the King of *Great Britain*, or his Subjects, navigating into the King of *Spain's* Dominions, or any of his Ports, shall not be visited N°. 1633.

visited by the Judges of Counterband, or by any other Officer or Person, by his own, or by any other Authority; nor shall any Soldiers, Armed Men, or other Officers or Persons be put on board any of the said Ships or Vessels; nor shall the Officers of the Custom-house of the one or the other Party search in any Vessels or Ships belonging to the People of the one or the other, which shall enter into their Regions, Dominions, or respective Ports, until their said Ships or Vessels are unladen, or until they have carried on Shore all the Lading and Merchandize which they declare they resolve to disembark in the said Port; nor shall the Captain, Master, or any other of the Company of the said Ships be imprisoned, or they or their Boats detained on Shore; but, in the Interim, Officers of the Custom-house may be put on board the said Vessels or Ships, so they exceed not the Number of Three for each Ship, to see that no Goods or Merchandize be landed out of the said Ships or Vessels, without paying such Duties as by these Articles either Party is obliged to pay; which said Officers are to be without any Charge to the Ship or Ships, Vessel or Vessels, their Commanders, Mariners, Company, Merchants, Factors, or Proprietors. And when it happens that the Master or Owner of any Ship shall declare the whole Lading of his said Ship is to be discharged in any Port, the Entry of the said Lading shall be made in the Custom-house, after the usual Manner; and if after the Entry made, any other Goods be found in the said Ship or Ships, more than what are contained in the said Entry, eight working Days shall be allowed them on which they may work, (which shall be reckoned from the Day they began to unlade) to the End that the concealed Goods may be entered, and the Confiscation of them prevented: And in case that in the Time limited, the Entry or Manifestation of them shall not have been made, then such particular Goods only, which shall be found, as aforesaid, though the Unlading be not finished, shall be confiscated, and not any other; nor shall other Trouble be given, or Punishment inflicted on the Merchant or Owner of the Ship; and when the Ships or Vessels are reladen, they may have Freedom to go out again.

Nº. 1634. XI. That the Ship or Ships, appertaining to the one or the other King, or to their respective People and Subjects, that shall enter into any Ports, Lands, or Dominions of the one or the other,

other, and shall discharge any Part of their Goods and Merchandizes in any Port or Haven, being consigned with the rest to other Places within or without the said Dominions, shall not be obliged to register or pay the Rights of any other Goods or Merchandize, than of that which they shall unlade in the said Port or Haven, nor be constrained to give Bond for the Goods they shall carry to other Places, nor any other Security, if it be not in case of Felony, Debt, Treason, or other Capital Crime.

XII. Whereas the one Moiety of the Custom of all foreign Goods and Merchandizes imported into *England* is allowed and returned back to the Importer, if the said Goods be exported out of the said Kingdom within twelve Months after the first Landing, upon Oath made that they are the same Goods which paid Custom inwards, and that if they be not reshipp'd within the said twelve Months, yet they may at all Times be exported without paying any Custom or Duty outwards: It is therefore agreed, That if any the Subjects of the King of *Great Britain* shall hereafter land any Goods or Merchandize, of what Growth or Nature soever they be, in any of the Ports of his Catholick Majesty, and having entered them, and paid the Custom which by this Treaty ought to be paid, shall afterwards desire to transport them, or any Part of them, to any other Place whatsoever, for a better Market, it shall and may be lawful for him or them so to do freely, without paying or being demanded any other Custom or Duty at all for the same, he or they making Oath, if required thereunto, that they are the same Goods for which Custom was paid at the Landing: And in case that the Subjects, People, and Inhabitants of the Dominions of either Part shall unlade, or have in any City, Town, or Village respectively, any Goods, Merchandizes, Fruits or Estates, and have paid the Customs due, according to what hath been declared, and after that, not being able to put them off, shall resolve to remit them to some other City, Town, or Village of the said Dominions, they may not only do it without Difficulty or Impediment, and without paying other Rights than what were due at their Entry, but likewise the Custom or Rights shall not be paid again in any other Part of the said Dominions, bringing Certificates from the Officers of the Custom-house, that they were paid before in the due Form. And the chief Farmers and Commissioners of the King of

N^o. 1635.

Spain's Rents in all Places, or some other Officer or Officers to be appointed for that Purpose, shall at all Times permit and suffer the Transportation of all such Goods and Merchandizes from Place to Place, and give sufficient Certificate to the Owners thereof, or their Assigns, of their having paid their Custom at their first Landing, whereby they may be carried to, and landed at any other Port or Place of the said Jurisdiction, free from all Duties or Impediments whatsoever, as aforesaid, saving always the Right of any third Person.

N^o. 1636. XIII. That it shall be lawful for the Ships belonging to the Subjects of the one or the other King, to anchor in the Roads or Bays of either, without being constrained to enter into Port; and in case they be necessitated to enter therein, either by Distress of Weather, Fear of Enemies, Pirates, or any other Accident, in case the said Ships be not bound to an Enemy's Port, and carrying thither Contraband Goods (whereof, without some clear Proof, they shall not be questioned) it shall be lawful for the said Subjects to return to Sea freely when they please, with their Ships and Goods, so as they do not break Bulk, or expose any Thing to Sale; and that when they cast Anchor, or enter the Ports aforesaid, they be not molested or visited; and it shall suffice, that in this Case they shew their Passports, or Sea-Papers, which being seen by the respective Officers of either King, the said Ships shall return freely to Sea without any Molestation.

N^o. 1637. XIV. And if any Ship or Ships belonging to the Subjects and Merchants of the one or the other, entering into Bays, or in the open Sea, shall be encountred by the Ships of the said Kings, or of Privateers their Subjects; the said Ships, to prevent all Disorders, shall not come within Cannon-shot, but shall send their Long-Boat, or Pinnace, to the Merchant-Ship, and only two or three Men on board, to whom the Master or Owner shall shew his Passports and Sea-Letters, according to the Form which shall be inserted at the End of this Treaty, whereby not only the Ship's Lading, but the Place to which she belongs, and as well the Master and Owner's Name as the Name of the Ship, may appear; by which Means the Quality of the Ship, and her Master or Owner will be sufficiently known, as also the Commodities she carries, whether they be contraband, or not; to the which Passports and Sea-Letters intire Faith and Credit shall be given, so much the rather, for that as well on the

the Part of the King of *England*, as of the King of *Spain*, some Counter-signs shall be given (if it shall be found necessary) whereby their Authenticalness may the better appear, and that they may not be in any wise falsified.

XV. If any prohibited Merchandize or Goods shall be exported from the Kingdoms, Dominions, and Territories of either of the said Kings, by the respective People or Subjects of the one or the other, in such case the prohibited Goods shall be only confiscated, and not the other Goods; neither shall the Delinquent incur any other Punishment, except the said Delinquent shall carry out from the respective Kingdoms or Dominions of the King of *Great Britain*, the proper Coin, Wool, or Fullers Earth of the said Kingdoms; or shall carry out of the respective Kingdoms or Dominions of the said King of *Spain*, any Gold or Silver, wrought or unwrought; in either of which Cases the Laws of the respective Countries are to take Place. N°. 1638.

XVI. That it shall be lawful for the People and Subjects of both Kings, to have Access to the respective Ports of the one and the other, and there remain, and depart again with the same Freedom, not only with their Ships and other Vessels for Trade and Commerce, but also with their other Ships fitted for War, armed, and disposed to resist and engage the Enemy; and, arriving by Stress of Weather, to repair their Ships, or furnish themselves with Provisions; so that, entering willingly, they be not so numerous, that they give just Occasion of Suspicion; to which End they are not to exceed the Number of eight, nor continue in their Havens, nor about their Ports, longer Time than they shall have just Cause, for the Repair of their Ships, to take in Provisions, or other necessary Things, much less be the Occasion of interrupting the free Commerce, and coming in of other Ships of Nations in Amity with either King; and when an unusual Number of Men of War by Accident shall come unto any Port, it shall not be lawful for them to come into the said Ports or Havens, not having first obtained Permission of the King unto whom the said Ports do belong or the Governors of the said Ports, if they be not forced thereinto by Stress of Weather, or other Necessity, to avoid the Danger of the Sea; and in such Case they shall presently acquaint the Governor or Chief Magistrate of the Place with the Cause of their coming; nor shall they remain there any longer Time than the said Go-

vernor or Magistrate shall think convenient, or do any Act of Hostility in such Ports, that may prove of Prejudice to the one or the other of the said Kings.

N^o. 1640. XVII. That neither the said King of *Great Britain*, nor the King of *Spain*, by any Mandate general, or particular, nor for any Cause whatsoever, shall embark or detain, hinder or take for his respective Service, any Merchant, Master of a Ship, Pilot or Mariner, their Ships, Merchandize, Cloths or other Goods belonging unto the one or the other, in their Ports or Waters, if it be not that either of the said Kings, or the Persons to whom the Ships belong, be first advertised thereof, and do agree thereunto; provided, that this shall not be construed to hinder or interrupt the ordinary Course of Justice and Law in either Country.

N^o. 1641. XVIII. That the Merchants and Subjects of the one and the other King, their Factors and Servants, as also their Ships, Masters or Mariners, may as well going as coming, upon Sea and other Waters, as in the Havens and Ports of the one and the other respectively, carry and use all Kind of Arms, Defensive and Offensive, without being obliged to register them, as also upon Land to carry and use them for their Defence, according to the Custom of the Place.

N^o. 1642. XIX. That the Captains, Officers and Mariners of the Ships belonging to the People and Subjects of either Party, may not commence an Action, nor hinder or bring Trouble upon their own Ships, their Captains, Officers or Mariners, in the respective Kingdoms, Dominions, Lands, Countries or Places of the other, for their Wages or Salaries, or under any other Pretence. Nor may they put themselves, or be received, by what Pretext or Colour soever, into the Service or Protection of the King of *England*, or King of *Spain*, or their Arms; but if any Controversy happen between Merchants and Masters of Ships, or between Masters and Mariners, the composing thereof shall be left to the Consul of the Nation, but after such Manner, that he who will not submit to the Arbitrament, may appeal to the ordinary Justice of the Place where he is subject.

N^o. 1643. XX. And to the End that all Impediments be taken away, and that the Merchants and Adventurers of the Kingdoms of *Great Britain* be permitted to return to *Brabant*, *Flanders*, and other the Provinces of the *Low Countries* under the Jurisdiction of

of the King of *Spain*; forasmuch as it hath been thought convenient, that all, and any the Laws, Edicts, and Acts, by which the Importation of Cloth, or any Cloth, or any other Woollen Manufacture, of what Kind soever, dyed or undyed, mill'd or unmill'd, into *Flanders*, or the other Provinces, hath been prohibited, be revoked and disannulled; and that if any Right, Tribute, Imposition, Charge or Money, hath been, with Permission, or otherwise, put upon Cloths, or any of the aforesaid Woollen Manufactures so imported (except the ancient Tribute upon every Piece of Cloth, and proportionably upon every other Woollen Manufacture, agreeable to the ancient Treaties and Agreements between the then Kings of *England*, and the Dukes of *Burgundy*, and Governors of the *Low Countries*) the same should be altogether void, and no such Tribute or Imposition from henceforth imposed, or put upon the said Cloths or Manufactures, for any Cause or Pretext whatsoever: And that all the *English* Merchants, trading in any of the said Provinces, their Factors, Servants, or Commissioners, should enjoy, from henceforward, all the Privileges, Exemptions, Immunities and Benefits, which formerly have been agreed and given by the aforesaid ancient Treaties and Agreements between the then Kings of *England* and the Dukes of *Burgundy*, and Governors of the *Low Countries*: It is therefore agreed, That Deputies shall be named by the King of *Great Britain*, who meeting with the Marquess of *Castel-Rodrigo*, or the Governor of those Provinces for the Time being, or any other Ministers of the King of *Spain*, sufficiently authorized in this Behalf, shall friendly treat and conclude hereupon: and also such further Privileges, Immunities, and necessary Exemption, suitable to the present State of Affairs, shall be granted for the Encouragement of the said Merchants and Adventurers, and for the Security of their Trade and Commerce, as shall be agreed upon in a special Treaty, that shall be made between both the Kings, touching this Particular.

XXI. The Subjects and Inhabitants of the Kingdoms and Dominions of the most serene Kings of *Great Britain* and *Spain* respectively, shall with all Security and Liberty sail to, and traffick in, all the Kingdoms, Estates or Countries, which are or shall be in Peace, Amity, or Neutrality with the one or the other.

N°. 1644.

XXII. And

- Nº. 1645. XXII. And they shall not be disturbed or disquieted in that Liberty by the Ships or Subjects of the said Kings respectively, by reason of the Hostilities which are or may be hereafter between either of the said Kings, and the aforesaid Kingdoms, Countries and States or any of them which shall be in Friendship or Neutrality with the other.
- Nº. 1646. XXIII. And in case that within the said Ships respectively be found, by the abovesaid Means, any Merchandize hereunder mentioned, being of Contraband, and Prohibited, they shall be taken out and confiscated, before the Admiralty, or other competent Judges; but for this Reason the Ship, and the other free and allowed Commodities which shall be found therein, shall in no wise be either seized or confiscated.
- Nº. 1647. XXIV. Moreover, for better Prevention of the Differences which might arise touching the Meaning of forbidden Merchandize, and of Contraband; it is declared and agreed, That under this Name shall be comprehended all Fire-Arms, as Ordnance, Muskets, Mortar-Pieces, Petards, Bombs, Granadoes, Fire-crancels, Fire-balls, Musket-rests, Bandeliers, Gunpowder, Match, Salt-petre, and Bullets: Likewise under the Name of forbidden Merchandize, are understood all other Arms, as Pikes, Swords, Pots, Helmets, Backs and Breasts, Halberds, Javelins, and such like Armour: Under this Name is likewise forbidden the Transportation of Soldiers, Horses, their Harnesses, Cases of Pistols, Holsters, Belts, and other Furniture, formed and composed for the Use of War.
- Nº. 1648. XXV. Likewise, to prevent all Manner of Dispute and Contention, it is agreed, that under the Name of forbidden Merchandize, and of Contraband, shall not be comprehended Wheat, Rye, Barley, or other Grains, or Pulse, Salt, Wine, Oil, and generally whatsoever belongs to the sustaining and nourishing of Life, but they shall remain free, as likewise all other Merchandizes not comprehended in the preceding Articles; and the Transportation of them shall be free and permitted, although it be to the Towns and Places of Enemies, unless such Towns and Places be besieged, and blocked up, or surrounded.
- Nº. 1649. XXVI. It is also agreed, That whatsoever shall be found laden by the Subjects or Inhabitants of the Kingdoms and Dominions of either of the said Kings of *England* and *Spain* aboard the Ships of the Enemies of the other, though it be not forbidden Merchandize,

chandize, shall be confiscated, with all Things else which shall be found within the said Ships, without Exception or Reserve.

XXVII. That the Consul which hereafter shall reside in any N^o. 1650. of the Dominions of the King of *Spain*, for the Help and Protection of the Subjects of the King of *Great Britain*, shall be named by the King of *Great Britain*, and he so named shall have and exercise the same Power and Authority in the Execution of his Charge, as any other Consul hath formerly had in the Dominions of the said King of *Spain*; and in like Manner the *Spanish* Consul residing in *England* shall enjoy as much Authority as the Consuls of any other Nation have hitherto enjoyed in that Kingdom.

XXVIII. And that the Laws of Commerce that are obtained N^o. 1651. by Peace, may not remain unfruitful, as would fall out if the Subjects of the King of *Great Britain*, when they go to, come from, or remain in the Dominions or Lordships of the King of *Spain*, by Reason of their Commerce or other Business, should be molested for Cause of Conscience; therefore that the Commerce be secure, and without Danger, as well upon Land as Sea, the said King of *Spain* shall provide, that the Subjects of the said King of *Great Britain* shall not be aggrieved contrary to the Laws of Commerce, and that none of them shall be molested or disturbed for their Conscience, so long as they give no publick Scandal or Offence: And the said King of *Great Britain* shall likewise provide, for the same Reasons, that the Subjects of the King of *Spain* shall not be molested or disturbed for their Conscience against the Laws of Commerce, so long as they give no publick Scandal or Offence.

XXIX. That the People and Subjects respectively of one N^o. 1652. Kingdom, in the Dominions, Territories, Regions, or Colonies of the other, shall not be compelled to sell their Merchandize for Brass-metal Coin, or exchange them for other Coin or Things, against their Will; or having sold them, to receive the Payment in other Species than what they bargained for, notwithstanding any Law or other Custom contrary to this Article.

XXX. That the Merchants of both Nations, and their Factors, N^o. 1653. Servants, and Families, Commissioners, or others by them employed; as also Masters of Ships, Pilots, and Mariners, may remain freely and securely in the said Dominions, Kingdoms, and

and Territories, of either of the said Kings, and also in their Ports, and Rivers ; and the People and Subjects of the one King may have, and with all Freedom and Security enjoy, in all the Lands and Dominions whatsoever of the other, their proper Houses to live in, their Ware-houses and Magazines for their Goods and Merchandize, which they shall possess during the Time for which they shall have taken, hired, and agreed for them, without any Impediment.

Nº. 1654. XXXI. The Inhabitants and Subjects of the said Confederate Kings, in all the Lands and Places under the Obedience of the one or the other, shall use and employ those Advocates, Proctors, Scriveners, Agents and Solicitors, whom they think fit, the which shall be left to their Choice, and consented to by the ordinary Judges, as often as there shall be Occasion ; and they shall not be constrained to shew their Books and Papers of Account to any Person, if it be not to give Evidence for the avoiding Law Suits and Controversies ; neither shall they be embarked, detained, or taken out of their Hands, upon any Pretence whatsoever. And it shall be permitted to the People and Subjects of either King, in the respective Places where they shall reside, to keep their Books of Account, Traffick and Correspondence in what Language they please, in *English*, *Spanish*, *Dutch*, or any other, the which shall not be molested, or subject to any Inquisition. And whatsoever else hath been granted by either Party, concerning this Particular, to any other Nation, shall be understood likewise to be granted here.

Nº. 1655. XXXII. That in case the Estate of any Person or Persons shall be sequestred or seized on by any Court of Justice or Tribunal whatsoever, within the Kingdoms and Dominions of either Party, and any Estate or Debt happen to lie in the Hands of the Delinquents belonging *bona fide* to the People and Subjects of the other, the said Estate or Debts shall not be confiscated by any of the said Tribunals, but shall be restored to the true Owners *in specie*, if they yet remain, and if not, the Value of them (according to the Contract and Agreement which was made between the Parties) shall be restored within three Months after the said Sequestration.

Nº. 1656. XXXIII. That the Goods and Estates of the People and Subjects of the one King, that shall die in the Countries, Lands, and Dominions of the other, shall be preserved for the lawful Heirs

Heirs and Successors of the Deceased; the Right of any Third Person always reserved.

XXXIV. That the Goods and Estates of the Subjects of the King of *Great Britain*, that shall die without making a Will in the Dominions of the King of *Spain*, shall be put into Inventory, with their Papers, Writings, and Books of Account, by the Consul or other publick Minister of the King of *Great Britain*, and deposited in the Hands of two or three Merchants, that shall be named by the said Consul or publick Minister, to be kept for the Proprietors and Creditors; and neither the *Cruzada*, nor any other Judicatory whatsoever, shall intermeddle therein; which also in the like Case shall be observed in *England* towards the Subjects of the King of *Spain*. N^o. 1657.

XXXV. That a decent and convenient Burial-place shall be granted and appointed to bury the Bodies of the Subjects of the King of *Great Britain*, who shall die within the Dominions of the King of *Spain*. N^o. 1658.

XXXVI. If it shall happen hereafter that any Difference fall out (which God forbid) between the King of *Great Britain* and the King of *Spain*, whereby the mutual Commerce and good Correspondence may be endangered, the respective Subjects and People of each Party shall have Notice thereof given them in Time, that is to say, the Space of six Months, to transport their Merchandize and Effects, without giving them in that Time any Molestation or Trouble, or retaining or embarking their Goods or Persons. N^o. 1659.

XXXVII. All Goods and Rights concealed or embarked, Moveables, Immoveables Rents, Deeds, Debts, Credits, and the like, which have not, with a formal Notice of the Cause, and by a legal Condemnation, according to the ordinary Justice, been brought into the Royal Exchequer at the Time of concluding this Treaty, shall remain at the full and free Disposal of the Proprietors, their Heirs, or of those who shall have their Right, with all the Fruits, Rents and Emoluments thereof, and neither those who have concealed the said Goods, nor their Heirs shall be molested for this Cause by the Exchequers and Executor respectively; but the Proprietors, their Heirs, or those who shall have their Right, shall have for the said Goods and Rights their Action at Law, as for their own proper Goods and Estate. N^o. 1660.

N^o. 1661. XXXVIII. It is agreed and concluded, That the People and Subjects of the King of *Great Britain*, and of the King of *Spain*, shall have and enjoy in the respective Lands, Seas, Ports, Havens, Roads and Territories of the one or the other, and in all Places whatsoever, the same Privileges, Securities, Liberties and Immunities, whether they concern their Persons or Trade, with all the beneficial Clauses and Circumstances which have been granted, or shall be hereafter granted, by either of the said Kings to the Most Christian King, the States General of the *United Provinces*, the *Hans-Towns*, or any other Kingdom or State whatsoever, in as full, ample, and beneficial Manner, as if the same were particularly mentioned and inserted in this Treaty.

N^o. 1662. XXXIX. In case any Difference or Dispute shall happen on either Side concerning these Articles of Trade and Commerce, by either the Officers of the Admiralty or other Person whatsoever, in the one or the other Kingdom; the Complaint being presented by the Party concerned to their Majesties, or to any of their Council, their said Majesties shall cause the Damages forthwith to be repaired, and all Things, as they are above agreed, to be duly executed: And in case that in progress of Time any Frauds or Inconveniences be discovered in the Navigation and Commerce between both Kingdoms, against which sufficient Prevention hath not been made in these Articles, other Provisions may be hereafter mutually agreed on, as shall be judged convenient, the present Treaty remaining still in full Force and Vigour.

N^o. 1663. XL. It is likewise accorded and concluded, That the Most Serene and Renowned Kings of *Great Britain* and *Spain* shall sincerely and faithfully observe and keep, and procure to be observed and kept, by their Subjects and Inhabitants respectively, all and singular the Capitulations in this present Treaty agreed and concluded, neither shall they directly or indirectly infringe the same, or consent that the same shall be infringed by any of their Subjects or Inhabitants. And they shall ratify and confirm all and singular the Conventions before accorded by Letters Patents reciprocally, in sufficient, full and effectual Form, and the same so formed and made shall interchangeably deliver, or cause to be delivered faithfully and really, within four Months after the Date of these Presents; and they shall then,

then, as soon as conveniently may be, cause this present Treaty of Peace and Amity to be published in all Places, and in the manner accustomed.

In Witness whereof, &c.

A Treaty of Navigation and Commerce between Great Britain and Spain, concluded at Utrecht

November 28,
December 9, 1713.

I. **T**HE Treaty of Peace, Commerce and Alliance between the Crowns of *Great Britain and Spain*, concluded at *Madrid* on the $\frac{1}{2}$ Day of *May*, 1667, is ratified and confirmed by this present Treaty. (Vide *supra* p. 514.)

Nº. 1664.

Their Royal Majesties mutually promise that they will faithfully perform and fulfil all and singular the Articles of the said Treaty, and whatever Privileges, Concessions, Grants, or Advantages of any Kind are therein, or in the Cédulas annexed to it, allowed to their respective Subjects; and that they will take Care that they shall be at all Times performed and fulfilled by their Ministers, Officers, and Subjects; that the Subjects of the two Crowns may enjoy the full Effect thereof (except in those things concerning which it is otherwise ordained, to mutual Satisfaction, in the following Articles) and of all things which are contained in the following Articles. Moreover, the Treaty of 1670, between the Crowns of *Great Britain and Spain*, for removing Differences, restraining Depredations, and establishing Peace between the said Crowns, is hereby confirmed and ratified, without Prejudice, however, to any Contract, or Privilege, or Licence granted by his Catholic Majesty to the Queen of *Great Britain* or her Subjects in the Treaty of Peace lately concluded, or in the *Asiento* Contract; and also without prejudice to any Liberty or Power heretofore enjoyed by the Subjects of *Great Britain*, either by Right, Sufferance, or Indulgence.

II. No higher Duties or Customs of any kind on Goods imported or exported shall be paid by the Subjects of their Royal Majesties respectively, trading to the Dominions of their Majesties, than are exacted from, and paid by, the Subjects of the most favoured Nation; and if any foreign Nation shall hereafter obtain from either Side a Diminution of the Customs, or

Nº. 1665.

any other Privileges, the same shall reciprocally be granted to the Subjects of each Crown. And as it has been agreed, as above, touching the Rates of Duties, so it is ordained as a general Rule between their Majesties, That in all Lands and Places subject to the Command of their respective Majesties, all and every one of their Subjects shall use and enjoy at least the same Privileges, Liberties, and Immunities concerning all Imposts or Duties whatsoever, respecting Persons, Wares, Merchandize, Ships, Freight, Mariners, Navigation and Commerce; and enjoy the same Favour in all Things, whether respecting Trade, or any other Right whatsoever, which is now, or shall be hereafter, enjoyed by the most favoured Nation; as is set forth more at large in the xxxviiith Article of the Treaty of 1667, specially inserted in the foregoing Article.

N^o. 1666. III. [The third, fifth, and eighth Articles were not ratified as they stood at first in the Treaty, but a new Draught of them, which was annexed, and styled the Explanatory Articles. We shall therefore give our Readers only the latter, at the End of this Treaty.]

N^o. 1667. IV. The Catholic King consents and promises, that the Subjects of *Great Britain* residing in the Provinces of *Biscay* and *Guipuscoa* shall for the future be allowed to hire Houses or Warehouses for keeping their Goods in; and his Majesty will take Care, by repeating his Orders for that purpose, that they shall be at Liberty to do this in the same manner, and with the same Privileges which are enjoyed by the said *British* Subjects in *Andalusia* or any other Ports or Places in *Spain* by Virtue of the aforesaid Treaty of 1667, or of any Edict or Ordinance issued by their Catholic Majesties. The Subjects of *Spain* shall enjoy the same Liberty in any Ports or Places of *Great Britain*, with all the Privileges belonging to them by the aforesaid Treaty.

N^o. 1668. V. See the Explanation at the End of this Treaty.

N^o. 1669. VI. And as the respective Subjects of their Majesties ought to enjoy an entire, safe, and unmolested Use and Liberty of Navigation and Commerce whilst the Peace and Friendship entered into by their Majesties and their Crowns shall subsist, it is provided by their Majesties, that for any little Difference that may arise their said Subjects shall not be deprived of this Security, but on the contrary they shall enjoy all the Benefits of Peace until War be declared between the two Crowns.

It is further agreed, that if a War should break out and be declared between their Majesties and their Kingdoms (which God prevent) in that Case, agreeable to the xxxvith Article of the abovementioned Treaty of 1667, the Term of six Months after the Declaration of such Rupture shall be allowed to the Subjects of each Party residing in the Dominions of the other, in which they may retire, with their Families, Goods, Merchandizes, Ships, and Effects, and carry them by Sea or Land whither they shall please, paying the due and usual Customs: They shall also be permitted to sell and alienate their moveable and immoveable Effects, and carry away the Price thereof freely and without Molestation: Nor shall their Goods, Wealth, Merchandizes, and Effects, much less their Persons, be in the mean Time detained or molested by any Seizure or Arrest. But rather in the mean while the Subjects on each Side shall have and enjoy good and speedy Justice, so that during the said Space of six Months they may be able to recover their Goods and Effects intrusted either to the Public, or to private Persons.

VII. It is likewise agreed, that all Losses which the Subjects of either Crown shall duly prove that they sustained in the Beginning of the late War (contrary to the Tenor of the xxxvith Article of the abovementioned Treaty of 1667) whether in moveable or immoveable Goods, shall be reciprocally made good without Delay to them, or their lawful Attorneys, Heirs, or Administrators; and Restitution shall be made of such Goods as were confiscated and remain, whether they consist of Lands, Houses, Inheritances, or of whatsoever sort they be; and for such as cannot be recovered, a just and lawful Price shall be paid: And it is agreed and concluded by their said Majesties, that the said Payments, (the Claims being fully justified as aforesaid) shall be faithfully made and performed by their respective Treasurers.

VIII. See at the End of this Treaty.

Nº. 1671.

IX. His Catholic Majesty promises, that those Merchandizes which are not particularly specified in the Table of Rates which is to be drawn up agreeable to the 111d Article of this Treaty, shall be charged with the same and no higher Duties in proportion to their Value, than the Merchandizes mentioned in the said Table of Rates are charged with. And if any Difference should arise between the Farmers or the Officers of the Custom-

Nº. 1672.

Customhouses and the Merchant concerning the Value of any Goods, it shall be in the Option of the Merchant to sell such Merchandizes to the Farmer or Officer at the Price set upon them by the Farmer, which Price shall be immediately paid in ready Money, the Duties only being deducted. The Merchant may likewise, keeping the rest of his Merchandizes, give a Part of them to the Farmer or Officer at the Rate set upon them, as hath been mentioned, instead of the Duty.

Nº. 1673. X. It is agreed that in case any Merchandizes shall be brought by the Subjects of *Great Britain* from the Coasts of *Africa* into *Spain*, and be admitted to pay the Duties; these Duties being duly paid, the Merchandizes shall not be charged afterwards, either by the Captains-General of the Coasts or Commanders of the Ports, or any other Person, under what Name or Title soever, with any further Duty, excepting what is payable in general for all Merchandizes of the same kind at the Time of Sale.

Nº. 1674. XI. The Masters of Merchant-Ships entering into any Port of *Spain* shall be obliged, within twenty-four Hours after their Arrival, to exhibit two Declarations or Inventories of their Cargoes, or of that Part thereof which they are to unlade there, *viz.* one to the Farmer or Officer of the Customs, and another to the Judges of Contraband: Neither shall they open their Hatches till either the Searchers come on board, or Leave be given them to do it by the Farmers of the Customhouses. No Merchandizes shall be unladed with any other View than that of being immediately carried to the Customhouses, agreeable to a Permission, which shall be given in Writing to that End. It shall not be lawful, however, for the Judges of Contraband or other Officers of the Customs, under any Pretext whatsoever to open any Bags, Chests, Casks, or other Package of any Goods whatsoever belonging to the *British* Subjects, whilst they are carrying to the Customhouse, and before they are brought thither, nor unless the Owner or his Factor be present, who may pay the Duties, and take the Goods into his own Custody. But the Judges of Contraband or their Deputies may be present when the Goods are taken out of the Ship, and when they are declared and opened in the Customhouse: And if there be a Suspicion of Fraud, as for instance that it is intended to shew one Species of Goods for another, it shall be lawful for him to open all the Bags, Chests, or Casks, provided it be done in the Customhouse
and

and no other Place, and in Prefence of the Merchant or his Factor, and not otherwise: But when the Goods have been shewn and carried out of the Custom-house, and the Chests, Casks, or other Package marked with the Sign or Seal of the proper Officer, no Judge of Contraband or other Officer shall presume to open them again, or to hinder them from being carried to the Merchant's House. Neither shall it be lawful for them, under any Pretext whatsoever to hinder the Removal of the said Goods from one House or Warehouse to another, within the Walls or Compass of the said City or Place, provided that it be done between the Hours of eight in the Morning and five in the Evening, and previous notice be given to the Farmers of the Right *de Alcabalos* and *Cientos*, with what Intent they are moved; that if it be done in order to their being sold, those Duties, if not paid before, may be paid there, or at the Place of Sale; or, if not to be sold, that the usual Certificate in Writing may be given to the Merchant. As to the rest, it shall be lawful to carry Merchandizes by Land or Sea, from any Port or Place within the King of *Spain's* Dominions to any other Port or Place, under the Conditions expressed in the fifth Article of this Treaty.

XII. The Merchandizes imported into, or exported from the *Canary* Islands by *British* Subjects, shall be charged with no higher Duties than they paid there in the Reign of the late King *Charles II.* or shall be imposed on them by the new Book of Rates. N^o. 1675.

XIII. The Subjects of each of their Majesties who are in Debt to the Subjects of the other, whether the Debts were contracted before the Beginning of the late War, or within six Months after it began, or during the War under the Protection of Letters of Safe-Conduct, or, lastly, after a Truce was made between the two Crowns, shall be bound and obliged faithfully to pay them, in the same Manner as if a War had never broke out between the two Crowns; nor shall they be suffered to raise any Exceptions against the just Demands of their Creditors on pretence of the War. N^o. 1676.

XIV. His Catholick Majesty gives the Subjects of *Great Britain* Leave to settle and reside in the Town called *San Andero* on the Conditions expressed in the ninth and thirtieth Articles of the Treaty of 1667. N^o. 1677.

XV. As

Nº. 1678. XV. As to the Judge Conservator, and others to be substituted by him, if the Privilege of having one be granted to any other Foreign Nation, the same shall also be granted to the Subjects of *Great Britain*. In the mean Time, and till something certain be determined in this Matter, his Catholic Majesty will give express Orders to all and every Judge of his Kingdom, and to all other Persons whatsoever to whom the Administration or Execution of Justice is intrusted, and enjoin them, under the severest Penalties, to do Justice and cause it to be executed, without Delay, Partiality, or Affection, in all Causes wherein the Subjects of *Great Britain* are concerned.

The Catholic King consents, that Appeals from Sentences given in Causes relating to British Subjects, may be brought before the Tribunal of the Council of War at *Madrid*, and no where else.

Nº. 1679. XVI. If this Treaty or any Article of it be violated by any Minister, or other Subject, of her Britannick Majesty, or of his Catholick Majesty, he shall be answerable for all the Damage thereby occasioned; and if he be in a Public Office, he shall, besides making Satisfaction to the Person injured, as aforesaid, be deprived of his Office.

Nº. 1680. XVII. The Subjects of *Great Britain*, having brought by Sea, from some other Ports of *Spain*, Wine, Brandy, Oil, Soap, dried Grapes, or other Commodities, it shall be lawful for them, on producing Certificates that the Duties were paid at the Place whence they set Sail, to lade the same on board their Ships lying at *Cádiz*, or there to remove them from one Ship to another, with Consent of the Intendants of the Marine, and in Presence of them, or of their Deputies, if they chuse to be there, to prevent any Fraud, at a seasonable Time to be appointed by the said Intendants within twenty-four Hours; or to carry them away from thence, without being liable to pay the Duty called *Hondeaxe*, or any other Duty of Import or Export.

This Treaty shall be ratified by the most Serene Queen of *Great Britain* and by the most Serene Catholic King, and the Ratifications thereof exchanged at *Utrecht* within two Months, or sooner, if it can be done.

In Testimony whereof, &c.

We

WE having seen and considered the above written Treaty, have approved, ratified, and confirmed the same, as we do by these Presents, for ourselves, our Heirs and Successors, approve ratifye and confirm it, excepting only three Articles thereof, viz. the third, fifth, and eighth, concluded at *Utrecht*, which are to be observed and understood in the Manner and Form following.

III. “ Whereas by the late Treaty of Peace it is agreed and N^o. 1681.
 “ established as a Basis and Foundation, that the Subjects of
 “ *Great Britain*, in what regards Commerce, shall enjoy the
 “ same Liberties and Privileges which they enjoyed in the
 “ Reign of King *Charles* the Second in all Parts of the King
 “ of *Spain's* Dominions ; which Rule is what is also to serve for
 “ a Basis and Foundation of the present Treaty of Commerce,
 “ and is to be understood reciprocally in favour of the King of
 “ *Spain's* Subjects trading in the Dominions of *Great Britain*.
 “ And as nothing can contribute more to establish the Com-
 “ merce to a mutual Benefit, than a fixed, clear and easy Rule
 “ in Paying the Duties, especially on a moderate footing, and
 “ proportionable to the Value of the Merchandize, in order
 “ to prevent the Frauds that otherwise would be practised to the
 “ Prejudice of the Revenue of either Crown, which has been
 “ often experienced in *Spain*, where the established Duties by
 “ the ancient Books of Rates are excessive ; in Consideration
 “ whereof his Catholick Majesty, being desirous to avoid the
 “ like Consequences, and to favour, augment and facilitate,
 “ in all that depends upon him, the Commerce, in as ample
 “ a Manner as her *Britannick* Majesty desires, hath consented
 “ on his Part to suppress and make void the different Duties
 “ payable upon Importation and Exportation, contained in the
 “ ancient Books of Rates, as also those that have been imposed
 “ since, under any Name or Pretence whatsoever and content
 “ himself with one only Duty to be paid on Importation of all
 “ Goods and Merchandize after the Rate of Ten *per Cent.* of
 “ their Value ; And the like Duty upon all Goods and Mer-
 “ chandize which shall be exported out of his Dominions,
 “ whether the Value be made by Weight, Measure, Piece or
 “ *ad valorem*. And the same Duty shall be collected in all the
 “ Ports of Entry in *Spain*, comprehending those of *Arragon*
 “ *Valencia* and *Catalonia*, excepting out of this general Rule

“ *Biscaya* and *Guipuscoa*, whose Duties of Importation and
 “ Exportation are to remain as they were in the Time of
 “ *Charles* the second. And that the said *Ten per Cent.* being
 “ once paid, the Farmers or Officers of the Custom-houses
 “ where these Goods shall be entered, shall be obliged to
 “ mark the same with the proper Seals and Marks of their
 “ Office, and also give the requisite Dispatches; by Virtue of
 “ which the Proprietors of the Goods may freely transport them
 “ to all the other Parts of *Spain*, where they please, without
 “ being liable to pay any other Duty, Imposition, or Charges,
 “ to the Use or Benefit of his Catholick Majesty, in any Ports
 “ or Parts of *Spain* whatsoever, in respect of transporting the
 “ said Merchandize, over and above what they have paid in
 “ pursuance of this new *Arancel*, provided the Receipts and
 “ Marks are produced; in default of which they shall be
 “ esteemed to be fraudulently transported. But it is to be under-
 “ stood that this is not to extend to the *Alcavalos*, *Cientos* and
 “ *Millones*, in relation to which Provision is made in the fifth
 “ and eighth Articles of this Treaty:

“ And for as much as the Ambassador of *England* hath re-
 “ presented that, to avoid all Differences and Disputes for the
 “ future, it is absolutely necessary to establish a certain Valua-
 “ tion or Rate of the several Sorts of Merchandize, by which
 “ the said Duty of *Ten per Cent.* shall always be paid, and not
 “ altered, either by Means of the Augmentation or Diminu-
 “ tion of the Price of the said Merchandize, which may here-
 “ after happen in the Commerce, in any Time, or in any Part
 “ of the Kingdom: It is agreed by their *Catholick* and *Britan-*
 “ *nick* Majesties by their Ambassadors, that in the Term of three
 “ Months from the Ratification of this Treaty, or sooner, if
 “ possible, Commissaries named by both their Majesties in
 “ due Form shall meet at *Madrid* or in *Cadiz*, who without
 “ Loss of Time shall proceed to the Forming a new Book of
 “ Rates, in such a Manner as to fix and limit what shall
 “ be paid for the future on all sorts of Merchandize, as well
 “ upon Importation as Exportation; and so as that all the diffe-
 “ rent Duties which were payable, either before or in the Time
 “ of *Charles* the second, or since, under whatsoever Name or
 “ Pretence, or collected in different Custom-houses or Offices,
 “ shall be comprehended in this only Duty, payable in one

“ Sum

“ Sum, whether upon Importation or Exportation, in all the
 “ Ports of *Spain*, and shall extend to the Kingdoms of *Arra-*
 “ *gon, Valencia*, and Principality of *Catalonia*, and their Dependen-
 “ cies, excepting only the Provinces of *Guipuscoa* and *Biscaya*,
 “ of which Mention has been already made. And whereas
 “ great Instances have been made by the Ambassador of *Great*
 “ *Britain* that Directions be given to the said Commissaries
 “ that they take Care, and above all do observe as a fixed Rule,
 “ that this Duty be laid equally and generally in all the Ports and
 “ Custom-houses of *Spain* upon the Importation and Exportation
 “ of all Goods and Merchandize, after the Rate of Ten *per Cent.*
 “ of the Value which such Goods and Merchandize bear in
 “ the Course of Trade between the Merchants of *Cadiz* and
 “ Port *St. Mary's*, to which the Ambassadors of *Spain* have
 “ consented ; always provided that the Goods and Commodities
 “ which shall be imported into the Kingdom of *Spain* by the
 “ Ports of *Biscaya* and *Guipuscoa*, and afterwards transported
 “ into the other Provinces depending on the Kingdoms of
 “ *Castile* and *Arragon*, shall be obliged to pay, at the first
 “ Custom-house of Entry into the said Kingdoms, the Duties
 “ which shall be established in this new Book of Rates.

V. “ To prevent the Abuses that may be committed in col- N^o. 1682.
 “ lecting the Duties called *Alcavalos* and *Cientos*, his Catholick
 “ Majesty consents that the Subjects of her *Britannick* Majesty
 “ shall not be obliged to pay these Duties during such Time
 “ as they think fit to let their Merchandize remain in the Maga-
 “ zines of the Custom-houses appointed for that Purpose ; but
 “ when they shall think fit to take out the said Goods, either
 “ to be transported farther into the Country, to be sold in the
 “ same Place, or carried to their own Houses, it shall be
 “ permitted them so to do upon giving Bond with sufficient
 “ Security to pay the said Duties of *Alcavalos* and *Cientos* for the
 “ first Sale in two Months after the Date of his Bond ; upon
 “ which he shall have Receipts given him for the said Duties,
 “ and the Goods shall be marked with the proper Mark and Seal
 “ of the Farmers of the said *Alcavalos* and *Cientos*, where such
 “ Bond and Security shall be given for the first Sale ; after which
 “ the said Merchandize may be transported and sold by whole-
 “ sale in any Port or Place belonging to the King of *Spain* in
 “ *Europe* ; and that no Obstruction or Hindrance shall be made

Y y y 2

“ upon

“ upon Account of the said Duties, nor the Proprietor liable
 “ to pay a second Time in respect of the first Sale, provided
 “ those who carry the said Merchandizes produce the Receipts
 “ and Marks of the Farmer or proper Officer concerned in the
 “ Collection of these Duties, or making sufficient Proof of
 “ their not being sold before. But if on the contrary any Mer-
 “ chant do sell his Goods by Retail, he shall be obliged to pay
 “ the said Duties of *Alcavalos* and *Cientos* a second Time under
 “ the Pains established by the Laws. And his Catholick
 “ Majesty declares, that if any Officer of the *Alcavalos* and
 “ *Cientos* shall exact a second Time the said Duties on the
 “ same Merchandize when the said Receipts and Marks have
 “ been produced, or should obstruct their Passage or Trans-
 “ portation, or occasion the least Impediment, such Officer
 “ shall be fined 2000 Crowns to the Benefit of his Majesty's
 “ Revenues: And the Officers of the Custom-house shall not
 “ demand or take for making such Receipts or Certificates
 “ more than 15 Reals Vellon, unless it be otherwise settled in
 “ the new Book of Rates.

N^o. 1683.

VIII. “ His Catholick Majesty consents that the Duties com-
 “ monly called *Millones*, which are payable upon Fish and
 “ other Sorts of domestick Provisions, shall not be demanded
 “ in the first Ports or Custom-houses of Entry in *Spain*, during
 “ such Time as the Proprietors will let them remain in the
 “ Warehouses appointed for that Purpose. But in case the
 “ Owners shall desire to take them out, either to send in-
 “ to the Country, sell them on the Place, or carry them to
 “ their own Houses, they are then to give Bond; with good
 “ Security to pay the said Duty of *Millones* in the two Months
 “ after Date of the said Bond; upon which the necessary Dis-
 “ patches are to be given them. And the said Merchandize
 “ shall be marked with the Seals or Marks of the Farmers of
 “ the *Millones* where the said Duties were secured; after which
 “ the said Goods may be transported to and sold in the Places
 “ where they are to be consumed without paying any Duties
 “ of *Millones*. His Catholick Majesty also declares that if after
 “ the Receipts are produced, any Officer belonging to the Far-
 “ mers of the *Millones* should exact a second Time the same
 “ Duties on the same Goods, or should oppose their Passage,
 “ Transport, or Sale, or occasion the least Impediment, the
 “ said

“ said Officer shall be fined 2000 Crowns for the Benefit of
“ his Majesties Revenues.

ANNE by the Grace of God Queen of *Great Britain, France, and Ireland*, Defender of the Faith &c. To all and singular to whom these Presents shall come, Greeting. Whereas the Right Reverend Father in God, our right trusty and wellbeloved Counsellor *John* Bishop of *Bristol*, our Ambassador extraordinary and Plenipotentiary, Dean of *Windfor*, and Register of our most Noble Order of the Garter, did on our Part, together with the Plenipotentiaries of the most serene Catholick King, conclude and sign at *Utrecht* on the $\frac{28}{9}$ Day of ^{November}~~December~~ 1713, a Treaty of Commerce between the Crowns of *Great Britain* and *Spain*, and at the same Time a separate Article was concluded, made between the said Plenipotentiaries, who were severally furnished with sufficient Authorities, and is as follows.

S E P A R A T E A R T I C L E.

“ By the present separate Article, which shall be altogether N^o. 1684.
“ of the same Validity and Force, as if it was inserted Word
“ for Word in the Treaty of Commerce, this Day concluded
“ between their Royal Majesties of *Great Britain* and *Spain*,
“ and shall for that End be ratified as well as the said Treaty;
“ his Catholick Majesty consents that it shall at all Times
“ hereafter be lawful for the *British* Subjects, who shall live in the
“ *Canary* Islands for the sake of their Trade, to nominate some
“ one Person being a Subject of *Spain*, who shall execute the
“ Office of Judge Conservator there, and shall take Cogni-
“ zance, in the first Instance of all Causes relating to the Com-
“ merce of the *British* Subjects; and his Royal Majesty pro-
“ mises that he will grant Commissions to such Judge Confer-
“ vator so named, together with the same Authority and all
“ the Privileges which the Judges Conservators have formerly
“ enjoyed in *Andalusia*. And if the *British* Subjects shall de-
“ sire to have more Judges of that sort there, or to change
“ those that are appointed every three Years, it shall be allowed
“ and granted them. His Catholick Majesty consents likewise
“ that Appeals from the Sentences of the said Judge Conservator
“ shall be brought before the Tribunal of the Council of War
“ at *Madrid*, and no where else.

“ In

Treaties of Commerce and Navigation

“ In Witnefs whereof we the underwritten Ambassadors Extraordinary and Plenipotentiaries of her sacred Majesty of *Great Britain*, and of his sacred Catholic Majesty, have signed and sealed these Presents at *Utrecht* the $\frac{28}{5}$ Day of ^{*November*}~~*December*~~ in the Year of our Lord 1713.

(L. S.) *Joh. Bristol.*

(L. S.) *Duc de Ossuna.*

(L. S.) *El Marque de Monteleon.*

We having seen and considered this separate Article, have approved, ratified, and confirmed, as we do by these Presents approve, ratify and confirm the same, promising and engaging our Royal Word that we will faithfully and inviolably keep all and singular the Things therein contained, and that we will not suffer any Thing to be done contrary thereunto. For the greater Testimony and Validity whereof we have signed this Instrument with our Royal Hand, and caused our Great Seal of *Great Britain* to be affixed thereunto. Given at our Castle of *Windfor* the 7th Day of *February* 17 $\frac{13}{14}$, in the 12th Year of our Reign.

ANNE R.

*Treaty of Commerce between Great Britain and Spain,
concluded at Madrid the 14th of December 1715.*

WHEREAS notwithstanding the Treaties of Peace and Commerce, lately concluded at *Utrecht* the 13th of *July*, and the 9th of *December*, 1713, between his Catholic Majesty, and her late Majesty the Queen of *Great Britain*, of glorious Memory, there remained still some Differences about Trade and the Course thereof; and his Catholic Majesty and the King of *Great Britain* being inclined to maintain and cultivate a firm and inviolable Peace and Friendship, in order to attain to this good End, they have by their two Ministers, underwritten, mutually and duly qualified, caused the following Articles to be concluded and signed.

Nº. 1685. I. The *British* Subjects shall be not obliged to pay higher or other Duties, for Goods coming in, or going out of the several Ports of his Catholic Majesty, than those they paid for the same Goods

Goods in King *Charles* II's Time, settled by Schedules and Ordinances of the said King, or his Predecessors: And although the Indulto, commonly called *Pie del Fardo*, be not grounded on any Royal Ordinance, nevertheless his Catholic Majesty declares, wills, and ordains that it be observed, now and hereafter, as an inviolable Law; which Duties shall be exacted and raised, now and for the future, with the same Advantages and Favours to the said Subjects.

II. His Majesty confirms the Treaty made by the *British* N°. 1686. Subjects, with the Magistrates of *St. Andero* in the Year 1700.

III. His Catholic Majesty permits the said Subjects to gather N°. 1687. Salt in the Isle of *Tortugas*, they having enjoyed this Liberty in the Reign of King *Charles* II. without Interruption.

IV. The said Subjects shall pay no where any higher or other N°. 1688. Duties, than those paid by the Subjects of his Catholic Majesty in the same Places.

V. The said Subjects shall enjoy all the Rights, Privileges, N°. 1689. Franchises, Exemptions and Immunities whatsoever, which they enjoyed before the last War, by virtue of the Royal Schedules, or Ordinances, and by the Articles of the Treaty of Peace and Commerce made at *Madrid* in 1667, which is hereby fully confirmed; and the said Subjects shall be used in *Spain* in the same Manner as the most favoured Nation, and consequently all Nations shall pay the same Duties on Wool and other Merchandizes coming in and going out by Sea. And all the Rights, Privileges, Franchises, Exemptions and Immunities, that shall be granted and allowed to the said Subjects, the like shall be granted; observed and permitted to the Subjects of *Spain* in the Kingdoms of his Majesty the King of *Great Britain*.

VI. And as Innovations may have been made in Trade, his N°. 1690. Catholic Majesty promises on his Part to use his utmost Endeavours to abolish them, and for the future to cause them to be avoided: In like Manner the King of *Great Britain* promises to use all possible Endeavours to abolish all Innovations on his Part, and for the future to cause them by all means to be avoided.

VII. The Treaty of Commerce made at *Utrecht*, the 9th of N°. 1691. December 1713, shall continue in Force, except the Articles that shall be found contrary to what is this Day concluded and signed, which are hereby abolished and rendered of no Force, and especially

ally the three Articles, commonly called Explanatory. And these Presents shall be approved, ratified, and exchanged on each Side, within the Space of six Weeks, or sooner if possible. In Witness whereof, and by virtue of our full Powers, we have signed these Presents at *Madrid*, the 14th of *December*, in the Year 1715.

(L. S.) *M. de Bedmar.*

(L. S.) *George Bubb.*

*Treaty of Commerce between Great Britain and Spain,
concluded at Madrid the 5th of October 1750.*

N^o. 1692.

WHEREAS by the xvith Article of the Treaty of *Aix-la-Chapelle*, it has been agreed, between their *Britannic* and *Catholic* Majesties, that the Treaty of the *Affiento* for the Commerce of Negroes, and the Article of the annual Ship, for the four Years of Non-Enjoyment, should be confirmed to *Great Britain*, upon the same Foot, and upon the same Condition, as they ought to have been executed before the late War; and the respective Ambassadors of their said Majesties having agreed, by a Declaration signed between them on the $\frac{13}{14}$ of *June* 1748, to regulate at a proper Time and Place, by a Negotiation between Ministers named on each Side for that purpose, the Equivalent which *Spain* should give in Consideration of Non-Enjoyment of the Years of the said *Affiento* of Negroes, and of the annual Ship, granted to *Great Britain* by the 10th Article of the Preliminaries signed at *Aix-la-Chapelle* on the $\frac{1}{2}$ of *April* 1748.

Their *Britannic* and *Catholic* Majesties, in order to fulfil the said Engagements of their respective Ministers, and to strengthen and perfect more and more a solid and lasting Harmony between the two Crowns, have agreed to make the present particular Treaty between themselves, without the Intervention or Participation of any third Power: so that each of the contracting Parties acquires, by virtue of the Cessions which that Party makes, a Right of Compensations from the other reciprocally: And they have named their Ministers Plenipotentiaries for that Purpose, viz his *Britannick* Majesty, *Benjamin Keene*, Esq; and his

his Catholick Majesty, Don *Jos ph de Carvajal and Lancaster*; who after having examined the Points in Question, have agreed on the following Articles.

I. His *Britannick* Majesty yields to his *Catholick* Majesty his Right to the Enjoyment of the *Assiento* of Negroes, and the annual Ship, during the four Years stipulated by the xvith Article of the Treaty of *Aix-la-Chapelle*. N°. 1693.

II. His *Britannick* Majesty, in Consideration of a Compensation of 100,000*l.* Sterling, which his Catholick Majesty promises and engages to cause to be paid either at *Madrid*, or *London*, to the Royal *Assiento* Company, within the Term of three Months at latest, to be reckoned from the Day of the signing of this Treaty, yields to his Catholick Majesty all that may be due to the said Company for Balance of Accounts, or arising in any Manner whatsoever from the said *Assiento*; so that the said Compensation shall be esteemed, and looked upon as a full and intire Satisfaction on the Part of his Catholick Majesty, and shall extinguish from this present Time, *for the future and for ever*, all Right, Pretension, or Demand, which may be formed in consequence of the said *Assiento* or annual Ship, directly or indirectly, on the Part of his *Britannick* Majesty, or on that of the said Company. N°. 1694.

III. The Catholick King yields to his *Britannick* Majesty all his Pretensions, or Demands in consequence of the said *Assiento* and annual Ship, as well with Regard to the Articles already liquidated, as to those which may be easy or difficult to liquidate: So that no mention can ever be made of them hereafter on either Side. N°. 1695.

IV. Is the same as Art. I. in anno 1715 above N°. 1685.

V. Is the same as Art. III. in anno 1715 above N°. 1687.

VI. Is the same as Art. IV. in anno 1715 above N°. 1688.

VII. Is the same as Art. V. in anno 1715 above N°. 1689.

VIII. Is the same as Art. VI. in anno 1715 above N°. 1690.

IX. Their *Britannick* and *Catholick* Majesties confirm by the present Treaty, the Treaty of *Aix-la-Chapelle* and all other Treaties therein confirmed, in all their Articles and Clauses, excepting those which have been derogated from by the present Treaty; as likewise the Treaty of Commerce concluded at *Utrecht* in 1713, those Articles excepted, which are contrary to the present Treaty, which shall be abolished and of no Force; and namely the three Articles of the said Treaty of *Utrecht*, commonly called *Explanatory*. N°. 1696.

N^o. 1697. X. All the reciprocal Differences, Rights, Demands, and Pretensions, which may have subsisted between the two Crowns of *Great Britain* and *Spain*, in which no other Nation whatsoever has any Part, Interest, or Right of Intervention, being thus accommodated, and extinguished by this particular Treaty; the two said most serene Kings engage themselves mutually to the punctual Execution of this Treaty of reciprocal Compensation, which shall be approved and ratified by their said Majesties, and the Ratifications exchanged in the Term of six Weeks, to be reckoned from the Day of its signing, or sooner if it can be done.

In Witness whereof, &c.

(L.S.) *Don Joseph de Carvajal de Lancastre.*

(L.S.) *Benjamin Keene.*

In the Treaty of 1667, Art. VIII. (N^o. 1631.) it is stipulated that *Spain* shall grant to the Subjects of *Great Britain* all that was granted to the *Dutch* by the Treaty of *Munster* in 1648 (See it at large in the *Corps Diplom.* Tom. VI. P. I. pag. 429.) which consists chiefly in the Enjoyment of the same Privileges that were granted to the Hanseatick Towns in a Treaty concluded with them the Year before, 1647 (*Corps Diplom.* Tom. VI. P. I. pag. 409.) which we look upon as one of the best-considered Treaties that was ever made: but as it is not enjoyed now in its full Extent by the Hanseatick Towns or any other Nation, we shall descend into no farther Particulars thereof. This Treaty of 1667 also refers to Royal Cedula's granted by the King of *Spain* to the *English* on the 27 of *June* and the 3d of *July* 1663, and to the Cedula's of *March* 19, *June* 26, and *November* 9, 1645. The two first we have not met with. The three others may be seen in *King's British Merchant* Vol. III. pag. 131 to 162, with some judicious Remarks made on them by several eminent Merchants who had the Good of their Country at Heart, in 1713, on occasion of the Treaty of Commerce with *Spain* which was concluded at *Utrecht* that Year: and as it seems that the 3, 5, and 8 Article had been wrongly understood, they were (perhaps in Consequence of the Representation of these Merchants) annulled by the Treaty following A^o. 1715. (See N^o. 1691.) But we humbly think that in their writings they carried the Arguments too far on several Points, particularly in relation to our being denied a Judge Conservator; for if we had one at such a Place as *Cadiz*, where the Governor is always a Person of high Rank and at the Head of the Execution of all Justice, unless we were favoured and patronised by him, the Conservator would not be of any great Signification. We have by Experience found it always to be better in those Parts to have the Head Persons of the executive Part of the Law for Friends, than merely to depend upon our Privileges and Treaties. They farther complain much of the Encrease of Duties; but whilst other Nations paid the same on their Goods imported, we had Neighbour's Fare, and as it was properly the *Spanish* Consumer who bore the Burthen, it was he who

who had most reason to complain. But in Cases where other Nations supply the *Spaniards* with the same Species of Goods that we do, and thereby interfere with us, we ought to be watchful that they pay as high Duties. It seems the *French* had formerly some Advantage in certain Sorts, such as their *Lamparillas &c.* which cope with our Woollen Camblets, and for which, by a certain Convention (or Convenio) obtained at King *Philip* the fifth's Accession to the Throne, they were to pay less Duties than any other Nation. The *French* Linnens too pay much less than the *German* Linnens: but, if we are rightly informed, this Convenio subsists no longer in regard to Woollen Goods.

The *French* during the last War imitated and sent to *Spain* Bays; and long before, they used to send Parcels of Longells from *Languedoc*; but on them the same Duties have been always exacted, as upon *English*.

Since the Peace of *Aix-la-Chapelle* Mr. *Keene* has obtained, in consequence of the Treaty signed at *Madrid* in 1750, that Longells, which for many Years before the last War used to pay Duties for the Value of 6000 Maravedis a Piece, should be brought down again and pay but for 5000 Maravedis; which is at the Value of $9\frac{1}{2}\frac{6}{17}\frac{6}{6}$ *Peso's* a Piece: this is still somewhat too high a Value on an Average; but for other Articles we pay something less.

Bays, which in the War Time were raised from paying the Duty for 10000 Marevedis to pay for 12000 Maravedis, are lowered again in the Custom-house, if we are rightly informed, to 10000 Maravedis; which is at $19\frac{1}{2}\frac{1}{17}\frac{6}{6}$ *Peso's* Value a Piece.

In Mr. *Beaues'* *Lex Mercatoria* are to be seen the Particulars of all the Duties paid, and how the Accounts are made: it comes out on some of the Eleven-per-Cent. *Almogarisafgo*-Goods, where $33\frac{1}{3}$ and 25 per Cent. are deducted, at $15\frac{1}{2}$ per Cent. and on others, where 40 and 25 per Cent. are deducted, at $14\frac{1}{2}$ per Cent. and one with another may be reckoned at about 14 per Cent. ad Valorem. There was laid on at *Cadiz*, not long ago, an Addition of 2 per Cent. Duties on all Goods imported from abroad, for defraying certain great Expences they were at, to prevent the Plague from being brought over from *Ceuta*, and establishing Health Officers at *Algeziras*; which Charge is likely to subsist for ever: but as this does not fall on *English* Goods alone, being exacted from Goods in general imported from all Parts, it is not the Importers but the *Spanish* Consumers who have reason to complain of it. Should our *Irish* and *Scotch* Linnen Manufactures once come so far as to be carried to sale at the *Cadiz* Market, we ought then to watch an Opportunity to obtain as favorable a Convenio as the *French* have for importing Linnens into *Spain*.

As the Assiento Contract with *Spain* is become void by the last Treaty in 1750, we have taken no notice of all that was agreed in Behalf of our South-Sea Company from the Year 1713 to 1738. which may be seen in the *Corps Diplom.* of those Years.

Nor do we think it of any Use to make Extracts from the older Treaties mentioned in the Book printed in 1741 for the Information of the Captains of our royal Navy, viz.

The Treaty of A°.	1542	See <i>Corps Diplom</i> Tom. IV.	P. II. pag. 217
	1604	Ibid.	V. II. 32
	1630	Ibid.	V. II. 619
		Z z z 2	whole

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whose Contents are mostly comprehended in the Treaties here inserted ; and what is not, may be deemed obsolete.

We have also left out a Treaty made the $\frac{8}{18}$ July 1670 (See *Corps Diplom.*) relative to the Freedom of our Navigation by or to the *Spanish West-India Main* in Cases of Distress &c. because it is not confirmed in the Treaty 1750 and is the Point that gave Rise to the last War, and about which we are still treating with *Spain*. We heartily wish it may be soon regulated to reciprocal Satisfaction.

Articles of Peace and Commerce between Great Britain and Portugal ; concluded at London the 29th of January 164 $\frac{1}{2}$.

N°. 1698. I. **T**HERE shall be for ever a good, true and firm Peace and Amity between the Kings of *Great Britain* and *Portugal*, their Heirs and Successors, and their Kingdoms, Countries, States, Lands, People, Vassals and Subjects whatsoever, present and to come, of what Quality and Condition soever they be, as well by Sea as by Land and fresh Waters ; so that the said Vassals and Subjects shall treat one another favourably, and render to each other all Manner of good Offices of true Amity and Affection ; and that the said most renowned Kings, their Heirs and Successors, shall not do or undertake any Thing, either by themselves or by other Persons, against one another ; nor against their Kingdoms by Sea or Land ; nor consent or adhere to any War, Counsel or Treaty that may be to the prejudice of the one or the other.

N°. 1699. II. That there be and shall be between the said most renowned Kings and their Vassals, Inhabitants and Subjects on both Sides, a free Commerce as well by Sea as by Land and fresh Waters, in all and every of their Kingdoms, Dominions, Islands, and other Lands, Cities, Towns, Villages, Harbours and Territories of the said Kingdoms and States wherein Trade has been carried on from the Time of the Kings of *Castile*, or has been continued to this present ; so that the Subjects and Vassals of both Kings may go, enter and sail, without any Passport or other general or special Licence, as well by Sea as by Land and in fresh Waters, in the Kingdoms and Dominions aforesaid, and in the Cities, Towns, Harbours, Rivers, Roads and Territories thereof ; and there carry Merchandizes and Loads or Ladings upon Carriages

Carriages and Horses or in Ships, and sell and buy all Kind of Provisions, and furnish themselves with every thing necessary for their Subsistence or Voyages; and there repair their Ships or Carriages whether they be their own Property or hired or borrowed; and they may depart with the same Freedom from thence with their Goods, Merchandizes and other Effects whatsoever, upon paying only the usual Duties and Customs on the Foot that they are established by the Ordinance of each Place; and go to their own Countries or to any other Places whatsoever as they please, and when they think fit, without any Molestation or Impediment whatsoever.

III. And that the Subjects of either of the said most renowned Kings shall not be treated worse in the Territories of the other, than the natural-born Subjects, in their Sales or Contracts for Goods, with regard to the Price or otherwise; but that the Condition of the Foreigner and of the natural-born Subject shall be equal and similar, as abovesaid, agreeably to what has been practised in Execution of the Treaties made between the renowned Kings of *Great Britain* and *Castile*. N^o. 1700.

IV. That the Subjects of the most renowned King of *Great Britain* shall enjoy full and entire Liberty to traffick and trade in all sorts of Merchandize in the Kingdoms, Provinces, Territories, and Islands of the most renowned King of *Portugal* in *Europe*, and may exercise their Traffick and Commerce in the said Places as freely, and in the same Manner, as the Subjects of other Princes and States in Alliance with the King of *Portugal* are suffered to do it: And that they shall not be obliged to pay higher Customs, Imposts, or other Taxes, than the Inhabitants and Subjects of the said Countries, or the Subjects of any Nation whatsoever that shall be in Alliance with *Portugal*; and they shall enjoy the same Privileges that were granted to the *English* before *Portugal* was joined to *Castile*. N^o. 1701.

V. That as often as the Subjects of the King of *Great Britain* shall arrive with their Ships in the Ports of the most renowned King of *Portugal*, in his Kingdoms or Lordships, they shall not be constrained to load or embark in their Vessels any other Sort or Quantity of Goods and Merchandizes than it shall seem good to the said Subjects of the King of *Great Britain* to take on board: And that the Subjects of the King of *Portugal* shall enjoy

enjoy the same Liberty in the Ports and Territories of the King of *Great Britain*.

Nº. 1703. VI. In case the Subjects of the most renowned King of *Portugal*, or any Person whatsoever within his Kingdoms or Estates, who was indebted to the Subjects of the most renowned King of *Great Britain*, or their Goods or Merchandizes which were pledged to the said Subjects of *Great Britain*, shall be seized, confiscated, or arrested by the Officers of the Court of Inquisition, or by the Judges, or Ministers thereof; the said Debts shall be fully paid out of the Produce of the said Merchandizes or Effects, within a Year from the Date of such Seizure or Arrest, without any Obstruction or Molestation from the said Court, or any Judge or Minister thereof whatsoever. And if any Part of the Goods and Merchandises belonging to the Subjects of the King of *Great Britain* still remain *in specie* among the said Goods and Merchandizes so seized or arrested, they shall be immediately restored.

Nº. 1704. VII. That the Captains, Masters, Officers and Mariners of the Ships of the King of *Great Britain* shall not commence or prosecute any Suits or Actions against the said Ships, nor against any of the Subjects of the said King within the Extent of the Kingdoms and Dominions of the King of *Portugal*, for their Wages, or Salaries on Pretence that they will make Profession of the Romish Religion or that they will lift themselves in the Service of the King of *Portugal*.

Nº. 1705. VIII. That the Consuls nominated and appointed by the most renowned King of *Great Britain* for the Aid and Protection of his Subjects residing in the Kingdoms and Estates of the most renowned King of *Portugal*, shall fully and freely exercise the Function and Office of Consuls in the said Kingdoms and Estates though they profess not the Romish Religion.

Nº. 1706. IX. In case any Subjects of the most renowned King of *Great Britain* should die in the Dominions of the most renowned King of *Portugal*, their Books, Accounts, Merchandizes, and Effects, or those of any other subject whatsoever of the King of *Great Britain*, shall not for the future be seized by the *Judges of Orphans and Absentees*, nor by their Ministers or Officers; nor shall they be subject to their Jurisdiction: But the said Goods, Merchandizes, and Accounts shall be delivered, by those who have them in Custody, to the *English Agents or Factors*

Factors residing in the Town where they died, who were nominated and appointed by the Deceased: And if no Person was nominated by the Deceased in his Lifetime, they shall, by Authority of the Conservator, be put into the Hands of one or two *English* Merchants, provided they be not married; who shall bind themselves to deliver up and restore the said Goods and Merchandizes to the right Proprietors thereof, or their just Creditors; and the Effects which shall be found to belong to the Deceased shall be put into the Hands of his Heirs, Executors, or Creditors.

X. That the King of *Portugal* or his Ministers within the Extent of his Kingdoms and Estates may neither detain the Ships of the Subjects of the King of *Great Britain* nor his Subjects themselves, without his Knowledge and Consent, for warlike Service, or any other Service whatsoever; but the said Ships and Subjects may freely depart when they please from the Ports and Dominions of the said King, without any Hindrance on the Part of the said King of *Portugal* or his Ministers: And the Goods and Merchandizes of the Subjects of the King of *Great Britain* may not be taken for the Service of the King of *Portugal*, but only at the current and usual Price, to be paid within two Months, unless both Parties agree upon some other Time of Payment. N^o. 1707.

XI. That the Subjects of the King of *Great Britain* may carry in their Ships all sorts of Goods, Commodities and Merchandizes whatsoever, even Arms, Victuals, or any other Provisions, out of the Ports and Dominions of the said King or out of any other Ports or Dominions whatsoever; provided they be not carried directly out of the Ports of *Portugal* or the Dominions thereupon depending to be transported into the Ports and Territories of the King of *Castile*; and that neither the King of *Portugal* nor his Subjects may by Way of Seizure, Reprisal or any other Method whatsoever, hinder any Ships, Goods or Persons of the Subjects of the King of *Great Britain* from sailing safely into the Ports and Territories of the said King of *Castile* and carrying on their Trade and Commerce there: And the Subjects of the King of *Great Britain* and of *Portugal* shall have the same Power on the one Side and the other if hereafter it should happen that either of the said Kings should be at War with any Ally of the other: And the Subjects of the King of *Great* N^o. 1708.

Great Britain may bring all Sorts of Merchandizes or even Arms, Victuals or any other Provisions whatsoever, and all things of the like Nature, into the Kingdoms and States of the King of *Portugal*, and may there sell them as they think good in open Market, or in a private Way, without any Hindrance from the King of *Portugal* or his Ministers.

Nº. 1709. XII. *Item*, that the Treaty of Truce concluded by *D. Michael de Neronba*, Count of *Linhares* and Viceroy of *Goa*, and *William Metweld*, the *English* Governor in the *East-Indies*, on the 20th of *January*. N. S. 1635, shall continue, and be observed by the Subjects of the two Kings in the *East-Indies*, and in all the Estates of the most renowned King of *Portugal* beyond the *Cape of Good Hope*; and that the Commissaries who are to be named by the said Kings shall, within three Years, take Cognizance of the Demands which have been, or shall be, made by the Subjects and Vassals of the two Kings in the *East-Indies*, relating to their Trade in the said *Indies*, that thereby a perpetual Peace and Alliance may be established and confirmed by the two Kings between their respective Subjects.

Nº. 1710. XIII. And whereas the free Trade and Navigation of the Subjects of the King of *Great Britain* to the Coasts and Ports of *Africa*, the Island of *St. Thomas*, and the other Islands therein comprehended, could not be agreed on and established on account of a Defect in the Powers sent by the most renowned King of *Portugal* to his Ambassadors; to the End that this Difficulty and Contestation may not retard the present Treaty of Peace and Friendship between the two Kings and their Subjects, it has been agreed by both Parties, that in all the Lands, Places, Castles, Ports, and Coasts of *Africa*, *Guiney*, *Bine*, &c. the Island of *St. Thomas*, and other Islands therein comprehended, which it shall be made to appear that the Subjects of *Great Britain* resided in for the sake of Trade, or traded to, in the Times of the Kings of *Castile*, or since, there shall be no Alteration or Change made; nor shall they be troubled or molested by the *Portuguese* on that Account. If any Customs be demanded from the Subjects of the King of *Great Britain*, on any Account whatsoever, in the Castles, Islands, and Places abovementioned, they shall not be higher, nor more burdensome, than what shall be demanded from other Nations in Alliance with the King of *Portugal*. And in case the Subjects of the King of *Portugal* should

should want foreign Vessels for their Navigation and Commerce to the said Coasts and Islands, they may hire the Ships belonging to the Subjects of the King of *Great Britain*, as to them shall seem good : And the two Kings shall nominate Ambassadors and Commissaries, who shall confer together and settle a Treaty touching a free Navigation and Commerce on the Coasts, and in the Islands and Places abovementioned ; which has been demanded by the Commissaries of the King of *Great Britain* for the Subjects of their King, being persuaded, in Confidence of the ancient Friendship between the Predecessors of the said Kings, that the most renowned King of *Portugal* will not grant more ample Privileges, Rights, and Immunities to any Nation, than to the Subjects of the King of *Great Britain*.

XIV. And whereas the most renowned King of *Portugal* has, N°. 1711. by his Concession confirmed under his Seal, dated at *Lisbon* January the 21st, 1641, given full Power to the Inhabitants of the Lands subject to the Lords the States of *Holland*, &c. to import and transport, within and without his Kingdoms, Estates, and Territories, all sorts of Merchandizes : For this Cause the Subjects of the King of *Great Britain* shall have and enjoy the same Power in the Kingdoms and Estates of the said most renowned King of *Portugal*, agreeably to the Tenor of the said Concession.

XV. And the *English* Merchants, and other Subjects of the King of *Great Britain*, shall enjoy the same and as great Immunities from being imprisoned, arrested, or in any other Manner whatsoever molested in their Persons, Houses, Books of Account, and Accounts, Merchandizes, and Effects, within the Estates of the most renowned King of *Portugal*, as have been, or shall be, granted to any Prince or People in Alliance with the King of *Portugal*. N°. 1712.

XVI. And whereas no Convention hath as yet been made touching the Freight of the Ships belonging to the Subjects of the most renowned King of *Great Britain*, by the *Portuguese*, for their Commerce and Navigation to *Brazil*, it hath seemed good to the two Parties, that Ambassadors and Commissaries be deputed and sent by the said Kings, within the Space of two Years, who shall be empowered to discuss and settle this Article. N°. 1713.

XVII. And whereas the Rights of Commerce and Peace N°. 1714. would be rendered unfruitful, if the Subjects of the most re-

nowned King of *Great Britain* were troubled for Conscience sake when they go to, come from, or remain in the Kingdoms and Estates of the most renowned King of *Portugal*, on account of their Commerce or other Affairs; therefore that their Commerce may be secure and without Danger, as well by Sea as on Land, the most renowned King of *Portugal* will provide and give Orders that they be not molested or troubled for Conscience sake, so long as they give no Scandal to others. And although the most renowned King of *Portugal* acknowledges that he hath not Power to determine and dispose with regard to Faith and Religion; nevertheless, from the Friendship and great Affection which he hath for the most renowned King of *Great Britain* and the *English* Nation, he will take Care that the *English* and other Subjects of the said King shall have and enjoy as great Liberty in the Practice and Exercise of their Religion, within the Kingdoms, Estates and Territories of the King of *Portugal*, as shall be granted to the Subjects of any other Prince or Republick whatsoever.

Nº. 1715. XVIII. If it shall happen hereafter that any Difficulties and Doubts arise (which God forbid!) between the said most renowned Kings, whereby the mutual Commerce and Correspondance may be endangered, publick Notice thereof shall be given to the respective Subjects, in all and singular the Kingdoms and Provinces of either King; and after such Notice is given, both Parties shall have two Years to carry off their Merchandizes and Effects: And in the mean Time shall suffer no Wrong, Prejudice or Molestation in their Persons and Effects.

Nº. 1716. XIX. And if during the present Peace and Amity any thing should be undertaken, committed, or done, contrary to the Force or Effect thereof, either by Sea or Land, or on fresh Waters, by either of the foresaid Kings, their Heirs, or Successors, Vassals, or Subjects; nevertheless the present Peace and Amity shall remain in its Force and Virtue; and the Contraveners and Offenders only shall be punished, and no other.

Nº. 1717. XX. The present Peace and Alliance shall in no wise derogate from the Alliances and Confederacies formerly made and contracted between the King of *Great Britain* and other Kings, Princes, and Common-wealths; but the said Confederacies and Alliances shall be firmly observed, and remain for the future

future in full Force and Virtue, this present Treaty of Peace notwithstanding.

XXI. Finally it is concluded that the said most renowned N^o. 1718. Kings, *Charles* King of *Great Britain*, &c. and *John* IV. King of *Portugal*, &c. shall observe and keep sincerely and faithfully, and cause to be observed by their Subjects and Inhabitants, all and singular the Capitulations concluded and agreed on in the present Treaty; and that they will do nothing, directly or indirectly, that may be contrary thereto; and that they will confirm and ratify all and every the foresaid Conventions by their Letters Patent signed with their Royal Signatures, and sealed with their Great Seals in good and due Form, and will deliver them, or cause them to be delivered, faithfully, really, and effectually with the first Opportunity; and will reciprocally oblige themselves by Promise on the Word of a King, that they will observe and keep all and every the Things aforesaid, whenever and as often as they shall be required by either Party: And that they will cause the present Peace and Friendship to be published in the usual Manner as soon as possible.

*Treaty of Peace and Alliance between Great Britain
and Portugal; made at Westminster, July 10,
1654.*

I. **T**HAT there shall be a true and firm Peace between N^o. 1719.
the Republick of *England*, and the most serene King of *Portugal*, as also between their Provinces, Countries, Kingdoms, Dominions and Principalities, their People, Subjects and Inhabitants, of all Conditions, Dignities and Degrees whatsoever, both by Land and by Sea, on Rivers and fresh Waters, so that the said People and Subjects do mutually favour and assist each other with all Diligence and Candour on both Sides: And that neither of the said Parties, their People, Subjects or Inhabitants do or attempt any thing whatsoever against each other, in any Place, either by Land or by Sea, or in Ports, or on Rivers belonging to either of them: Neither shall they consent or adhere to any War, Council or Treaty, to the Damage of the other; nor receive or harbour the Rebels or Fugitives of either Party,

in any of their Countries, Kingdoms, Dominions, Ports, or upon their Borders whatsoever.

N^o. 1720. II. That there shall be a free Commerce between both Nations and their People, Subjects, and Inhabitants, as well by Land as on the Sea, and in Rivers and fresh Waters, in all and singular the Countries, Lands, Dominions, Territories, Provinces, Islands, Colonies, Cities, Towns, Villages, Ports and Borders, where Commerce was heretofore, or is at this Time carried on, in such Manner, that the People, Subjects and Inhabitants of either, may without any Safe-Conduct, or other general or special Licence, pass by Land and Sea, by Rivers and fresh Waters, to the aforesaid Dominions and Kingdoms, and all their Cities, Towns, Harbours, Shores, Bays and Places; and sail and enter into the same, and import their Merchandizes, with Carriages, Horses, Packs and Ships, laden or to be laden, and buy and sell Goods there, and supply themselves at a reasonable Price with what Provisions they shall think fit, and with all Things necessary for their Sustenance and Voyage; and refit their Ships and Carriages, whether their own, or such as are hired or lent; and with the same Liberty depart from thence with their Goods, Merchandizes, and all other Things whatsoever, either to their own or foreign Countries, as they shall think fit, and without any Hindrance; saving nevertheless all the Laws and Ordinances of each Place.

N^o. 1721. III. That the People and Inhabitants of *Great Britain* may buy, use and enjoy all Kinds of Merchandize, Goods and Wares whatsoever, in the Kingdoms, Provinces, Territories, and Islands of the King of *Portugal*, out of the first Hands, either by single Pieces, or in any Number or Quantity, whenever they please, and in any Place whatsoever; neither shall they be obliged to buy the same in Markets or Fairs at a settled or limited Price. Moreover they shall be at Liberty to vend, negotiate, and freely to transport any Goods, Merchandizes and Wares whatsoever, out of the said Kingdoms, paying only the Tolls and Tributes that are due for the Goods so exported, in like Manner as they were paid *March* 10th O. S. or the 20th N. S. in the Year 1653. But concerning the Buying and Selling by Agents, the said People of *Great Britain* shall enjoy and use the same Liberties, Privileges, and Exemptions, as the *Portuguese* themselves; and in their other Auctions and Contracts they shall not be treated harder

harder than the Natives and natural-born Subjects. The ancient Market Right, together with all the Privileges and Immunities, which, at any Time heretofore, have been granted to the *English* by all, or any of the Kings of *Portugal*, shall, by an Edict, be confirmed unto them, that the People and Inhabitants of *Great Britain* may enjoy the same with all other Privileges and Immunities, that are now, or shall be granted hereafter to any Nation, Kingdom or Republick that are Confederates to the said King of *Portugal*.

IV. That, whenever the People and Inhabitants of *Great Britain* shall come with their Ships into any Ports of the Kingdom of *Portugal*, the said People and Inhabitants shall not be obliged by any Officers and Subjects of the said King, to load upon, or take into their Ships any other Species or Qualities of Goods or Merchandizes, but what they themselves shall chuse; neither shall, during their Stay there, more than two Guards or Officers at the most, be put on Board their Ships, nor their Unloading be retarded by any useles Delay. And in case the said Ships or Vessels be not emptied within the Space of *Ten* Days, if laden with dry Merchandizes; or within the Space of *Fifteen* Days, if laden with Fish and Provisions; they shall not be obliged to pay any Fee, Sum of Money, or other Reward to the said Guards or Officers, over and above what is due to them for the said *Ten* and *Fifteen* Days respectively, or to be at any more Expences for their sake. N°. 1722.

V. If it should happen, that the Persons or Merchandizes and Goods of the Subjects of the most serene King of *Portugal*, or others, within the Kingdoms and Territories of the said King, that are, or shall be Debtors to any of the People of *Great Britain*, should be taken, stopt, or seized by the Court of the Inquisition, or by their Judges and Ministers; the said Debts shall be paid entirely out of the said Goods and Merchandizes, within six Months following after the said taking or seizing the same by the said Court or its Judges or Ministers, without any Objection or Molestation: And if, among the said Goods and Merchandizes so taken and seized, there should be found any Goods or Merchandizes belonging to the said People and Inhabitants of *Great Britain*, they shall be immediately restored unto them. N°. 1723.

VI. That

N^o. 1724.

VI. That the Captains, Masters, Officers and Mariners of any Ships belonging to the King of *Great Britain*, or to any of his People or Subjects, shall not bring any Suits against, or in any wise molest the said Ships or People of *Great Britain*, within the Kingdoms or Government of the King of *Portugal*, on Account of their Stipend or Wages, on Pretence that they profess the *Romish* Religion; nor shall they, under this or any other pretext, engage in the Service of the King of *Portugal*, or in any other Manner quit the Ships to whose Crew they belong: And if any shall offend in this Point, an Account shall be taken of their Names, and they shall be compelled by the Magistrates and Officers of the Place to return to their Ships; and if they cannot be found, it shall be lawful for the Master of such Ship or Vessel to detain their Cloaths, Goods or Wages, to make good the Damage sustained thereby.

N^o. 1725.

VII. That the Consuls, who shall hereafter reside in any Part of the Territories of *Portugal*, for the Aid and Protection of the People of *Great Britain*, shall be nominated and appointed by the said Lord the King of *Great Britain*, and thus nominated and appointed shall have and exercise the same Authority, as any Consul, either of this or any other Nation whatsoever, now does, or ever hereafter shall exercise in the Territories of the said King, although he does not profess the Roman Catholick Religion; and in all Causes that are to be tried, concerning the People of *Great Britain*, the Judge Conservator shall be deputed, and no Appeal allowed from his Court, but to the *Senate of References*, where the Controversies, that are arisen, by putting in the Appeals shall be decided within the Space of four Months at farthest.

N^o. 1726.

VIII. If any of the People of *Great Britain* shall happen to die within the Kingdoms and Territories of the most serene King of *Portugal*, his Books, Accounts, Merchandizes and Goods shall not be taken or seized by the *Judges of Orphans and absent Persons*, nor by their Ministers or Officers, nor shall they be obnoxious to their Jurisdiction; but they shall be delivered to their Managers or Procurators that are *English* Men residing in the same Place, and were nominated and appointed by the Deceased: and if the Deceased in his lifetime has not appointed any, his Goods, Merchandizes and Accounts shall be delivered, by the Authority of the *Judge Conservator*, to

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two or more *English* Merchants, chosen by the Plurality of Suffrages of the other Merchants residing in that Place, and approved by the *English* Consul, after they have given sufficient Security by good Bails, that are to be approved of by the said Consul, to restore the said Goods, Merchandizes, and Accounts to the lawful Owners or their just Creditors, and to deliver the Goods that are known to have been the Property of the Deceased, to his Heirs, Executors, or Creditors.

IX. That neither the King of *Portugal*, nor any of his Ministers shall detain or arrest any Merchants, Masters of Ships, Captains or Mariners, or their Ships, Merchandizes, or other Goods belonging to *Great Britain*, or any Subjects thereof, either for the Service of War or any other Purpose whatsoever, unless the *British* Government, or those to whom such Ships and Goods appertain, be first apprized thereof, and give their Consent: But all such Ships, Men and Goods shall at their own Pleasure have free Liberty to depart from the Ports and Dominions of the said King, without any Hindrance from his said Majesty, or any of his Ministers. And the Sale of the Merchandize and Goods of the People of *Great Britain* shall not be hindered or delay'd, under Pretence that the King has Occasion for them, or for any other Reason whatsoever, nor shall they be applied to the King's Use, or to any other Uses whatsoever, without the Consent of the Persons interested. N^o. 1727.

X. That the People of *Great Britain* shall have full Liberty N^o. 1728^o to export in their own Ships all Things, Goods and Merchandizes of any Kind whatsoever, and also Arms, Provisions, and other like Things that are from the Ports and Dominions of *Great Britain*, or any other Ports and Dominions whatsoever, to any Ports and Territories of the King of *Castile*, provided only that they are not immediately exported from the Ports and Territories of *Portugal*. And the most serene King of *Portugal*, or his Subjects, shall not hinder the said Ships, Goods, or People, either by arresting, making Reprisals, or for any other Reason whatsoever, from going safely to the Ports and Territories of the said King of *Castile*, and exercising Commerce there. The said People of *Great Britain* shall freely import into the Kingdoms, Ports, and Territories of the King of *Portugal*, Arms, Corn, Fish, and all other Kinds of Merchandize whatsoever, and sell the same at their own Pleasure, either in.

in Retail or Wholesale, to any Persons whatsoever, and at any Price they can make of them : neither shall his said Royal Majesty, or his Ministers, Governors, Redeemers, Monopolists, or any Chamber, and Jurisdiction, of any private or publick Court of Justice whatsoever, hinder them to do so, by any Restraint, Limitation or Prohibition whatsoever. They shall likewise have free Liberty to transport their Goods or Merchandize, for which they have paid the Customs and Tolls in any Ports of his Majesty, to any other Ports or Places whatsoever of his said Majesty, without paying any other or farther Custom, Toll, or Sum of Money, but what the *Portuguese* Merchants would pay, if the Goods and Merchandizes belonged to them.

Nº. 1729. XI. The People and Inhabitants of *Great Britain* shall trade and traffick freely and safely from *Portugal* to *Brazil* and the other Conquests of the said King in the *West-Indies*; and from *Brazil* and the said other Conquests to *Portugal*, in all Sorts of Goods and Merchandizes whatsoever (except *Meal, Fish, Wine, Oil, and Brazil-Wood*, which are prohibited by the King, in pursuance of a Contract with the *Brazil Company*) paying only the Duties and Customs which others pay who trade to those Countries; and provided that such *English* Ships, as are hired by the *Portuguese*, in their Navigation go in Company with the *Portuguese* Fleet. Yet the said People and Inhabitants of *Great Britain* going to the Ports and Places in *Brazil* and to the said Conquests, or to any Dominions of the said King, shall not be obliged to unload their Ships or any Goods belonging to the *English*; but the Officers of the Customs shall weigh the Goods in the Ships, and the Customs and Duties shall be paid for the same. There shall not be demanded or paid to the King's Officers a greater Custom, Tribute or Sum of Money or Costs, than what would be demanded or paid, if the Goods were landed; and the said Ships shall be dispatched and forwarded without any Delay: And when they arrive in any other Dominions of the said King, they shall freely go on their Voyages to any other Port, or Place, having paid the Customs and Duties aforesaid; and the Goods laden in *English* Ships, either belonging to the Subjects of the said King or to others, which are to be transported to any Part whatsoever of the said King's Dominions, shall not pay any greater Customs
or

or different Duties from those that are paid for Goods laden in *Portuguese* Ships. And the People and Inhabitants of *Great Britain* shall likewise have the Liberty of navigating to the Colonies, Islands, Countries, Harbours, Districts, Towns, Villages and Staples belonging to the King of *Portugal* in the *East-Indies*, *Guiney*, the Island of *St. Thomas*, and elsewhere on the Coasts and Shores, and may reside, trade, and traffick there, by Land or Sea, on the Rivers or fresh Waters, in any Goods or Merchandize whatsoever; and transport all Kind of Merchandize to any Place or Country, with the same Freedom, as was formerly used by them, or was ever granted by any former Treaty, or shall hereafter be granted to the Inhabitants of any other Nation in Alliance and Friendship with that Crown. But concerning the Customs and Duties in these Countries; they shall not pay more than any other Person or Persons trading in any of the said Places or Countries. And the King of *Portugal* or his Subjects, as well the *Brazil* Company, as all others, shall hire *English* Ships at the usual and ordinary Rate, excluding all other Ships of any Prince or Republick whatsoever, as often as they shall have Occasion for them in their Navigation and Trade to *Brazil*, or to the Coasts and Islands before-mentioned, or any where else, provided there be a sufficient Number of *English* Ships then present; excepting only that the *Brazil* Company shall be at Liberty to hire at their Pleasure, and of any Nation, two Ships fitted out as Ships of War, and four other Ships to carry Fish to *Brazil*, according to the Royal Charter granted to them. As well the *Brazil* Company as all other Subjects of the said King that exercise Trade, shall have Liberty to hire *English* Ships in what Number they please, and without any Licence general or special; and to navigate the same to *Brazil* and the other Conquests of the said King in the *West-Indies*, with any Goods, and at such a Rate, as they shall agree; and during their Stay there, their Wages shall continue, until they are fully paid, although the Wages should exceed the Time at first agreed on.

XII. And since the most serene King of *Portugal* has granted by a Rescript under his Seal, dated at *Lisbon*, January 21. 1641, to the Inhabitants and Subjects of the *United Provinces*, free Liberty to import and export, out of his Kingdoms, Dominions and Territories, all Kinds of Merchandizes; the same

Nº. 1730.

Liberty shall be given and granted to the People of *Great Britain*, in the Kingdoms and Dominions of the King of *Portugal*.

N^o. 1731. XIII. No *Alcaid*, as he is commonly called, or other Officer of his Royal Majesty, shall have Power to arrest or interrupt, without a Warrant in Writing from the *Judge Conservator*, any of the People of *Great Britain*, of whatever Degree or Condition they may be, except for a *Criminal Cause*, and the Person be apprehended in the very Fact: And the said People shall enjoy for their Persons, Houses, Books of Accounts, Interests, Merchandizes and Goods, within the Territories of the most serene King of *Portugal*, the same Immunity from Imprisonment, Arrests, and other Molestations whatsoever, that are granted, or shall be granted hereafter, to any other Prince or People, that are Confederates of the King of *Portugal*: neither shall any Safe-Conduct or Protection, granted to the Subjects of the said King, or to others within his Territories, prevent the Rights of the People of *Great Britain* to recover their Debts; but they shall have the Liberty to sue any Person before a Court of Justice, in order to recover their just Debts, tho' that Person should have a Protection, Letter of Freedom, or any other Privilege whatsoever.

N^o. 1732. XIV. But as the Rights of Commerce and Peace would be vain and useless, if the People of *Great Britain* should be disturbed in Point of Religion when they are coming from and going to the Kingdoms and Dominions of the said King of *Portugal*, or when they stay there in order to traffick; therefore, that Commerce may be carried on freely and safely both by Land and Sea, the said King of *Portugal* shall effectually enact and provide, that no Person, Court, or Tribunal whatsoever, molest the said People for either having or using *English* Bibles or other Books; and they shall likewise have Liberty to perform, profess and exercise, together with their Families, privately and within their own Houses, as also on Board their Ships and Vessels within any of the said King of *Portugal's* Dominions, their Religion after their own Way, without any Molestation or Hindrance whatsoever; and a decent Place shall be assigned to them for burying their Dead; provided nevertheless that the People of *Great Britain* do not exceed what is written in this Article.

XV. If

XV. If hereafter it shall happen that any Controversies or Disputes arise between the two Nations aforesaid, from whence the Commerce between them might be in Danger of being interrupted, then Notice shall be given publickly to the People and Subjects of either Party, throughout all the Kingdoms and Provinces of either of the same Parties, and the Space of two Years, commencing from the Time of the said publick Notice, shall be allowed to the said People and Subjects on both Sides, to transport from thence their Goods, Ships, Merchandizes, and all other their Property whatsoever, without any Molestation, or Hindrance, and without any Damage done to their Persons or Goods. And such Persons, as have any where any Demands of Debts, shall have Liberty to recover the same in a lawful Manner, within the Time of two Years aforesaid, commencing from the Time that publick Notice shall be given, and in those Places where their Debtors shall live; and Justice shall be administered to them speedily and effectually, so that such Creditors, within the said Time, may obtain whatever belongs to them.

N°. 1733.

XVI. If it also shall happen hereafter, while this Friendship and Alliance subsists, that any of the People and Inhabitants of either of the said Parties does or endeavours any thing contrary to this Treaty, or any Part thereof, by Sea, or Land, on Rivers, or fresh Waters, this Friendship and Alliance between the two Nations shall not on that Account be interrupted or dissolved, but shall nevertheless continue and remain entire. And those private Persons only shall suffer Punishment, who shall violate this Treaty; and they who receive Injury by any of those who shall violate this Treaty by Land, or Sea, on Rivers, or fresh Waters, in any Part of *Europe*, or any where else, in *America*, the Coast of *Africa*, or in any Countries, Islands, Seas, Bays, or on any Rivers in the Places of the *Cape of Good Hope* &c. shall have Right and Justice administered, and Satisfaction made to them, within the Space of twelve Months after the Demand of such Justice: But, if the Injury has been committed beyond the said *Cape*, then within eighteen Months after the Demand of Justice in the aforesaid Manner. And if such Delinquents and Persons guilty of the Violence committed, shall refuse to appear, and submit to Justice, or to make Satisfaction within the Time aforesaid, and limited according to the Distance of Places, they shall be renounced as Enemies of both Parties, and

N°. 1734.

their Goods, Substance, and whatever their Possessions are, shall be exposed to sale, towards making full and just Satisfaction for the Injuries which they have committed; and the Offenders themselves, when they come into the Jurisdiction of either Party, shall moreover suffer condign Punishment, according to the Nature of their Crime.

Nº. 1735. XVII. If any Dispute shall happen between the said King's Inspectors, Officers or Ministers, and the said Merchants, about the Goodness of *Fish*, or any other Provisions whatsoever, that shall be imported into any of the said King's Territories; such Controversy shall be decided by the Arbitration of good and honest Men Natives of *Portugal*, and lawfully chosen by the Magistrates of the same Place and the *English* Consul, who shall decide the Affair in such Manner as that no Damage may happen to the Owner during the Time of Disputation.

Nº. 1736. XVIII. It shall be lawful for the People or Subjects of either Party to enter the Ports of the other, there to reside, and thence to depart, with equal Liberty, not only with Merchant Ships, and Trading Vessels, but also with Ships of War, Guard-Ships and Convoys, whether drove in by Storm, or come in for refitting or victualling their Ships; provided they do not exceed the Number of six Ships of War, in case they come in of their own Accord, nor shall they stay or continue longer in the Ports or upon the Coasts, than shall be necessary, lest they should give Occasion for interrupting the Commerce of other Nations in Friendship and Alliance with the other: And if at any Time any unusual Number of Ships should come to such Ports by any Chance, it shall not be lawful for them to enter into such Ports without a Power first granted by those to whom such Ports belong, unless they are forcibly drove in by stress of Weather, or other urgent Necessity, for avoiding the Danger of the Sea and Shipwreck; in which case they shall immediately make known the Cause of their coming thither to the Governor or Chief Magistrate of the Place; nor shall they continue there longer than they shall be allowed by such Governor or Chief Magistrate, nor commit any Hostility in those Ports which may be detrimental to the other Party.

Nº. 1737. XIX. Neither of the Confederates shall suffer the Ships or Goods of the other, or of the People of either, which shall at any Time be taken by the Enemies or Rebels of the one, and
carried

carried into any Ports or Places belonging to the Dominions of the other, to be conveyed away from the Owners or Proprietors; but the same shall be restored to them or their Attorneys, provided they lay claim to such Ships and Goods before they are sold or cleared, and either prove their Right, or exhibit Testimonies of their Property in them, within three Months after the said Ships and Goods shall have been so carried in; and in the mean Time the Proprietors shall pay and discharge the necessary Expences for the Preservation and Custody of the said Ship and Goods.

XX. That the People and Inhabitants of *Great Britain*, entering the Kingdoms, Dominions, and Countries of the said King, or his Ports, with their Ships for the sake of Trade, shall not pay for *Tonage* and *Anchorage*, or any other Charges and Customs, or Sums of Money, than what is usually paid to the King or to the Chamber of *Lisbon*; and if any other Expences have been introduced by bad Custom, they shall not be paid hereafter.

XXI. That no Contribution, either at *Lisbon* or in any other Place, shall be demanded of any of the *English* People for the Chapel of *St. George*; neither shall they be obliged to serve any Offices in Person; nor to bear Arms, or furnish others therewith. N^o. 1738.

XXII. That the Merchants on both sides, their Factors, Servants, Families, Agents and other Assistants, Mariners, Captains and Seamen, in the Countries, Territories, and Districts of the said Parties, as also in their Ports and on Shore, shall securely and freely pass and repass; and moreover the People and Subjects on both sides shall have and possess, in the Territories of either of the said Parties, their own Dwelling Houses, and Warehouses to lodge their Goods and Merchandizes therein, for such a space of Time as the Hire continues, without being molested by any Person whatsoever. And they shall have Liberty to wear Swords or any Weapons, as well offensive as defensive, according to the Custom and Manners of the Place, for the Defence of themselves and Goods. N^o. 1739.

XXIII. That all Goods and Merchandize of the said Confederates, or of their People or Subjects, found on board the Ships of the Enemies of either, shall be made Prize, together with the Ships, and confiscated; but all the Goods and Merchandize of the Enemies of either, put on board the Ships of either of N^o. 1740.

of

of them, or of their People or Subjects, shall remain untouched.

N^o. 1741. XXIV. That all just Debts, which the King of *Portugal* owes to the *English*, for Merchandizes taken or bought, and for their Ships loaded with Goods, either before, or since the Sequestration of their Goods, unto this Time, shall be paid immediately within the Space of two Years next following: and all the Obligations, Bonds and Securities, which the *English* have given, on account of any Ships heretofore loaded by the King of *Portugal* or any of his Subjects, and going to *Brazil*, or the Coast of *Angola*, but afterwards detained in any Ports of his Majesty, or taken and seized by the Princes *Rupert*, and *Maurice*, or prevented in any wise whatsoever, by the said King or any of his Officers or Ministers, from fulfilling their Contracts, shall immediately be cancelled, torn, and annulled; that neither their Persons, nor their Ships and Goods be laid under Arrest, or in any wise molested by the said King, or any of his Subjects, under Pretence and on Account of the Contracts aforesaid.

N^o. 1742. XXV. And whereas it was stipulated between the late Parliament and the Ambassador Extraordinary of the King of *Portugal*, in the second of the six Preliminary Articles, which were agreed to *December* 29, 1652, that all the Ships, Money, Goods and Debts, belonging to any Persons of the *English* Nation, that were seized and detained in any of the Dominions of the King of *Portugal*, should be restored freely, immediately and in Kind, provided they were as valuable and good now, as they were at the Time of Detention; but if they should be found damaged by reason of their being so detained, then their Value should be restored, and Satisfaction given for the Damages sustained, according to the true Value of them at the Time they were first seized. And whereas by a Declaration of the Council in Writing, dated *November* 15, 1652, the said Damages were reduced to one Hundred, and the Council farther declared that their *Reparation should not be argued and demanded with the utmost Rigor of Justice*, but only agreeable to Equity, and Reason, attesting at the same Time their hearty Inclination to Peace; the said Ambassador, upon this Supposition, gave his Word that the Damages should be repaired: And in the fifth Article of the said Preliminaries the said Ambassador further declared: *That all the Ships and Goods belonging to the English,*
that

that were carried into Portugal by the Princes Rupert and Maurice, or by any other Ship under their Command, and there disposed of, or still remaining there, or carried from thence by other Persons, or according to the Order of such Persons, should be restored forthwith to the Owners and Proprietors, or Reparation and Satisfaction made for them. And whereas there are still some Controversies concerning the Demands of Merchants and others, and the Satisfaction to be given; in order to adjust and determine all such Demands and Disputes according to Justice and Equity, it is agreed and concluded on both Sides, that the said Demands for Damages shall be referred to *Arbitration and Satisfaction*: and they are accordingly by this present Article referred to the Judgment and Sentence of Dr. *Walter Walker*, *John Crowther*, Dr. *Hierom a Silva*, Secretary to the Embassy, and *Francis Ferreira Rebello*, Agent in the Affairs of the said Embassy, who are Persons indifferently chosen as well on the Part of the King of Portugal, as on the Part of Great Britain; and they are by these Presents made and constituted *Recognitors, Arbitrators and Judges*, to hear, examine and determine, all and singular the Demands and Disputes of all and singular Merchants, Owners of Ships, and others who claim a Right to all or any of the Ships, Monies, Debts, Merchandizes or Goods whatsoever, mentioned in the Preliminary Articles aforesaid: and these *Arbitrators* shall meet and hold their Sittings together in the City of London, on the twentieth Day of July next, Old Stile; and they shall take, on the same Day, a solemn Oath before the Judges of the High Court of Admiralty of England, that they will renounce all Favour and Regard to either Party, and also their own private Interest, in the Affairs referred to, and to be adjusted by them: And they are likewise by these Presents impowered and authorized to summon any Persons whatsoever, as also to order Depositions and Papers, relating to the Affairs committed to them, to be brought and laid before them: And they shall, either by, or without Oath, succinctly examine and inquire into the Truth of all such Demands and Differences, and of all and singular the Damages sustained by the Arrests and Detentions aforesaid. And the said *Arbitrators* are also authorized by these Presents, to determine, liquidate, adjust, and decide finally, all and singular the Premises, as they, or the major Part of them, shall in their Consciences and sound Reason find just and equitable;

table; and to publish their final Sentence under their own Hand-writing; which Sentence so published shall bind and oblige both Parties, without any further Appeal, Revision or Reclaiming whatsoever: And the said King engages himself to comply with, and to observe effectually, the said Sentence and every Part thereof. And he farther engages himself to pay, or cause to be paid, such a Sum or Sums of Money, as shall be adjudged according to the Premises. And if the said *Arbitrators* should not agree in their Judgments, and finally determine the Premises referred unto them, between this Time and the first of *September* next, Old Stile; it is agreed, that the said Demands, as many as are left undetermined and undecided by the *Arbitrators* before-mentioned, shall be submitted to such a Person of the *British* Council, as shall be named by the said *British* Government, within any Time after the first of *September* next, and they are accordingly by these Presents submitted to such Person. To this End the said Government of *Great Britain* shall authorize the Person thus appointed, finally to determine all and singular the Demands aforesaid. And if, before Judgment is given by the said Counsellor, any Papers should be sent from *Portugal*, or an Attorney arrive from thence to act in any of these Causes, then the said Counsellor shall hear him afresh. Whatever Sentence shall be given by such a Person thus impowered and authorized, under his Hand and Seal, it shall bind and oblige the Parties on both Sides; and it shall be performed and executed accordingly. And for further Caution and Security that such a Sum of Money, as is adjudged by the said *Arbitrators* or *Arbitrator*, shall be paid *bona fide*, it is further concluded and agreed, that one half of the Duties and Customs of *Portugal*, arising from any Goods and Merchandizes of the Inhabitants and People of *Great Britain* trading to *Portugal*, shall be appointed for Payment, immediately after the Date of this Treaty; which Moiety shall be paid from Time to Time to such Persons as shall be named by the Government of *Great Britain*, and in this manner the Damages sustained by Merchants, Owners of Ships, and Proprietors shall be repaired.

N°. 1743. XXVI. 'Tis also agreed and concluded, that no other League or Confederacy whatsoever made, or to be made by either of the Confederates, with any other Prince or Republicks whatsoever, shall derogate from this present Treaty of Peace and Alliance,

ance, but that this Peace and Confederacy shall be kept intire and always in full Force.

XXVII. Furthermore it is agreed and concluded, that both N°. 1744.
Parties shall truly and firmly observe and execute this present Treaty, and all and every the Matters contained and comprehended therein, and effectually cause the same to be observed and performed by the People, Subjects and Inhabitants of either Nation.

XXVIII. It is also covenanted, concluded and agreed, that N°. 1745.
the present Treaty, and all and every Thing and Things therein contained and concluded, shall be confirmed and ratified by the said Government of *Great Britain*, and the said King of *Portugal*, by Letters Patent on both Sides, sealed with the Great Seal in due and authentick Form, within six Months next ensuing; and that within the said Time the Ratifications on both Sides shall be exchanged, and that presently after the Delivery and Exchange of the same, this Treaty of Peace and Confederacy shall be published in such Form and Place, as is usual.

In Witness and Confirmation of all and singular the Premises, the present Treaty has been signed and sealed with the Hands and Seals of the Commissaries of *Great Britain*, and the Embassador Extraordinary of the most serene King of *Portugal*, in Virtue and Power of our respective Commissions.
Done at *Westminster*, July 10, 1654.

Treaty of Commerce betwixt Anne Queen of Great Britain, and Peter King of Portugal, concluded at Lisbon, the 27th of December 1703.

WHEREAS the League and strict Friendship which is N°. 1746.
between the most serene and most potent Princess, *Anne Queen of Great Britain*, and the most serene and most potent, *Peter King of Portugal*, requires that the Commerce of both the *British* and the *Portugal* Nations should be promoted as much as possible; and her sacred Royal Majesty of *Great Britain* hath signified to his sacred Royal Majesty of *Portugal*, by the most Excellent *John Methuen*, Esq; Member of the *English* Parliament, and Embassador Extraordinary in *Portugal*, that it

would be very acceptable to her, if the *Woollen Cloths*, and the rest of the *Woollen Manufactures* of Britain, might be admitted into Portugal, the Prohibition of them being taken off: That this Matter may be treated and transacted, they have given their full Powers and Commands; that is to say, her sacred Majesty of *Great Britain* to the abovesaid most Excellent *John Metluen*, and his sacred Majesty of *Portugal* to the most Excellent *Don Emanuel Telles Silvius*, Marquis of *Alegrete*, &c. one of the three Directors of the Treasury, and one of the first Gentlemen of the Bedchamber, and Counsellor of State to his sacred Royal *Portuguese* Majesty: who, by Virtue of the full Powers to them respectively granted, having maturely and diligently considered the Matter, have agreed upon the following Articles.

N^o. 1747. I. His sacred Royal Majesty of *Portugal* promises, both in his own Name, and that of his Successors, to admit, for ever hereafter, into *Portugal*, the *Woollen Cloths*, and the rest of the *Woollen Manufactures* of the Britains, as was accustomed till they were prohibited by the Laws; nevertheless upon this Condition,

N^o. 1748. II. That is to say, that her sacred Royal Majesty of *Great Britain* shall, in her own Name, and that of her Successors, be obliged for ever hereafter to admit the Wines of the Growth of *Portugal* into *Britain*; so that at no Time, whether there shall be Peace or War between the Kingdoms of *Great Britain* and *France*, any thing more shall be demanded for these Wines by the Name of Custom or Duty, or by whatsoever other Title, directly or indirectly, whether they shall be imported into *Great Britain* in Pipes or Hogsheads, or other Casks, than what shall be demanded from the like Quantity or Measure of *French* Wine, deducting or abating a third Part of the Custom or Duty. But if at any Time this Deduction or Abatement of Customs, which is to be made as aforesaid, shall in any Manner be attempted and prejudiced, it shall be just and lawful for his sacred Royal Majesty of *Portugal*, again to prohibit the *Woollen Cloths*, and the rest of the *British* *Woollen Manufactures*.

N^o. 1749. III. The most Excellent Lords the Plenipotentiaries promise and take upon themselves, that their abovenamed Masters shall ratify this Treaty, and within the Space of two Months the Ratifications shall be exchanged.

For

For the Faith and Testimony of all which things, I the Plenipotentiary of her sacred Royal Majesty of *Great Britain* have confirmed this Treaty, by the Subscription of my Hand, and by the Seal of my Coat of Arms. And the most Excellent Lord the Plenipotentiary of his sacred Royal Majesty of *Portugal*, for avoiding the Controversy about Precedence between the two Crowns of *Britain* and *Portugal*, hath subscribed another Instrument of the same Tenor, changing only what ought to be changed for that Reason.

Given at *Lisbon*, the 27th of the Month of *December*, 1703.

(L. S.) JOHN METHUEN.

As it appears by Art. xxiii. in the above Treaty of 1654, that *Oliver Cromwell* agreed with the *Portuguese* to the Rule of *free Ships making free Goods*, which he afterwards would not allow to the *Dutch* (see Vol. I. pag. 433.) it would seem that he had not yet well considered how inconsistent it was for a Nation, whose Weight chiefly lay in its Superiority of Maritime Strength, to allow this Rule to any one; or else he must have had more in View, viz. that the *English* Nation should reap the chief Benefit of the Trade from their *East* and *West Indies*, whilst they were contesting for the Possessions thereof with the *Dutch*. The *Portuguese* in their Situation at that Time must have found it difficult to supply them themselves; and therefore might well allow, Art. xi. "That the People and Inhabitants of *Great Britain* might navigate and trade freely and safely from *Portugal* to *Brazil*, paying the Duties and Customs which others pay who trade into those Countries:" and "that they should have the same Freedom as had been granted by any former Treaty, or should be granted hereafter, to the Inhabitants of any other Nation in Alliance and Friendship with that Crown". But this Freedom ceased when they had no longer any Contest about their Possessions; for, as their Friends and Allies monopolised the Trade of those Places where they had been admitted and got Footing in the *East* and *West Indies*, the *Portuguese* excluded them, in Return, from trading to those Settlements which they still retained.

In Article xix. it is stipulated, "that neither of the Confederates shall suffer the Ships or Goods of the other, or the People of either, which shall at any Time be taken by the Enemies or Rebels of the one, and carried into any Places or Ports belonging to the Dominions of the other, to be conveyed away from the Owners or Proprietors; but the same shall be restored to them, provided they lay their Claim before they are sold." The contrary, however, hath been practised for Ages. And so there are more Articles in the above Treaties quite out of Date now-a-days.

But as we have lived so long in Peace with *Portugal*, and it is the natural Interest of that Crown to keep always well with *England*, we want no more particular Treaties; and we think it to have been quite right, when the Treaty of 1703 was made (in which our View was to have a Prohibition taken off, which had subsisted for near twenty Years, against admitting our

Cloths, in order to promote their own Manufacture of Cloths wherein they had made a considerable Progress) to stipulate nothing else but the Admission of our Manufactures for ever, giving them an Equivalent in admitting their Wines for ever at less Duty than *French* Wine: Which has answered very well for us, having actually beat down again the Manufactures of Cloths they had set up, &c.

However it does not appear to us, as some People seem to think, that the *Portuguese* ever granted us any exclusive Right for selling Cloths, &c. in *Portugal*; which would be too much: But it might be reasonably desired of them, that they should take in Proportion less Duties for *English* Woollen Goods, than *French*, &c. since we take less Duties for *Portugal* Wine than *French*; which causes so great a Consumption of the former here; and none of their Wines is consumed in *France*, &c. But such a new Concession is not likely to be obtained, except at a Time they want new Assistance from us, or are molested by the *French*. It is on such Occasions that our Factors and Consuls should be vigilant to remind, and represent to our Ambassadors abroad, and Ministry at Home, what they want; for at any other Time no new Concessions can be made to us without giving Offence to other Powers our Competitors in the same Branches of Trade.

A Declaration and Engagement concerning the Rights and Privileges of the British Merchants in the Kingdom of Sicily; made at Utrecht the 8th of March, N. S. 1713.

N^o. 1750. **W**HEREAS by several Treaties of Peace, Alliance, Commerce and Navigation, formerly made between the Kingdoms of *Great Britain* and *Spain*, and at this Time subsisting, but more particularly by the Treaty concluded at *Madrid*, the 13 of May in the Year 1667, and the Cédulas annexed therunto, Provision was made for the Freedom, Security, and perfect Ease of the Commerce of the *British* Subjects trading in the Kingdoms and Provinces of *Spain*; the Observance and Usage of which Treaties have hitherto been received in the Kingdom of *Sicily*, in the same Manner as in any other the Dominions of *Spain*, and have remained there in full Force, except some Variations which have been introduced in the Course of Time; for the rectifying whereof, according to the Rule of those Treaties, *Great Britain* has justly insisted hitherto.

Wherefore on occasion of transferring the Kingdom of *Sicily* to his Royal Highness the Duke of *Savoy*, her sacred Majesty of *Great Britain*, being watchful to preserve the Rights and Privileges

leges of her Subjects trading in the said Kingdom, and being likewise willing to preserve to the *Sicilians* the Privileges they have in *Great Britain*, which are so very dear to the most serene the Duke of *Savoy*, hath been graciously pleased to give Instructions to her underwritten Ministers Plenipotentiaries to agree with the Ministers Plenipotentiaries of his Royal Highness of *Savoy* about making Declarations mutually upon this Subject. In pursuance thereof the said Ministers Plenipotentiaries of his Royal Highness, in the Name of their most serene Master, do most solemnly declare and promise, that during the Reign of the aforesaid most serene Duke in *Sicily*, as likewise of his Heirs and Successors, the *British* Merchants are henceforward to have, and shall effectually have, use, and enjoy all those Rights, Privileges, Liberties and entire Security, as to their Persons, Goods, Ships, Seamen, Trade and Navigation in the said Kingdom of *Sicily*, which by Virtue of the Treaties made between *Great Britain* and *Spain* they have hitherto enjoyed, or ought to enjoy; and, to that End, that all Abuses which deviate from the Tenor of the said Treaties shall be forthwith removed, and the Rights and Privileges acquired to the *British* Subjects, by Virtue of the aforesaid Treaties, shall not on any Occasion, or under any Pretence, ever be violated or lessened. And if hitherto any more favourable Privileges have been granted, or shall hereafter be granted, to the Merchants of any other foreign Nation, any way relating to the Persons of the Traders, their Ships, Goods, Duties, or the Business of Merchandizing, the *British* Merchants shall likewise in all Respects, and in the fullest Manner, enjoy the same.

And in like Manner, the Ministers Plenipotentiaries of *Great Britain* do, in the Name of her Majesty, confirm that the *Sicilians* shall hereafter enjoy the same Privileges and Liberties which they have hitherto enjoyed, or ought to have enjoyed, as Subjects of the King of *Spain*, by Virtue of the aforesaid Treaty of the Year 1667.

In Witness and Confirmation whereof, &c.

As the present King of *Naples* is a Prince of *Spain*, and was established King of *Sicily* by *Spain* with *England's* Consent, it seems to follow of course that *Englishmen* enjoy there the same Privileges as before, and therefore stand in no need of any new Treaty with his *Sicilian* Majesty.

Treaty of Peace and Commerce between the King of England and the Archduke of Austria Duke of Burgundy, Brabant, &c. concluded at London the 24th of February 1495.

(See it at large *Corps Diplom.* T. III. P. ii. pag. 318.)

N^o. 1751.
Perpetual
Peace and
free Trade.

THE 1st, 10th, and 11th Articles contain a general Stipulation of a perpetual and universal Peace and Amity, between the contracting Princes, their Dominions and Subjects, as likewise of an unlimited and reciprocal Freedom of Intercourse, Trade and Passage, by Sea and Land, for all their Subjects in their several Dominions respectively, and as to all Goods and Merchandizes; and are the same in Substance and Effect with the 16th Article of the Treaty of 1630, and the 2d Article of the Treaty of 1520 mentioned hereafter.

N^o. 1752.
Freedom of
Fishing.

XIV. That the Fishers of both Parties (of what Condition soever they be) may freely go and sail every where by Sea, and safely fish without any Impediment, Licence or Passport; and if it shall happen that any of the Fishers of one Party, either by Accident, Storm, Enemies or otherwise, be forced to enter into any Port or District of the other Party, they shall be peaceably and amicably received, and treated there (paying all just Duties and Customs;) and may freely depart and return from such Ports and Places, with their Ships and Goods, without any Hindrance, or Obstruction whatsoever: Provided however that such Fishers are not guilty of any Cheat or Fraud, or that they do not occasion Damage to others.

N^o. 1753.
Pirates not to
be harboured
or assisted.

XV. That no Pirates or others, making War by Sea without the Authority of their Princes, shall be received into any of the Ports or Shores of the aforesaid Princes, or of either of them, whether they belong to either of the aforesaid Princes or to any other Nation; nor shall they or any of them be assisted in any of the Kingdoms, Countries, Dominions, or Lands of the aforesaid Princes, with Money, Arms, warlike Instruments, Victuals, or any other Thing whatever, in any Manner; nor shall they be favoured upon any Pretence whatsoever; on Pain of Restitution and full Satisfaction for all Damages, Expences, and Injuries done

done or to be done by such Pirates and violent Robbers, to be made to the aforesaid Subjects, or to any one of them, as well by the Pirates themselves, if taken and able to pay, as by their Harbourers, Favourers and Assistants.

XXII. That the Seamen, Masters of Ships and Mariners, Subjects of the foresaid Princes, may freely moor and lay up their Ships, whether laden or unladen, or Ships of War, which shall enter into any Ports of either of the foresaid Princes, in the same Manner as their own native Subjects may do, provided that they have no ways acted or behaved as Pirates. N^o. 1754.
Ships freely
to enter and
moor in any
Ports.

XXIII. That the Subjects of either of the foresaid Princes, whether Merchants, or Seamen, Masters of Ships or Mariners, shall not bring or cause to be brought by Sea, fraudulently or under any Colour whatsoever, any Goods or Merchandizes of the Enemies of the other of the foresaid Princes; and if they do otherwise, and be call'd to Account thereupon by the Subjects of the other Prince, then lawfully engaged in War, they shall be obliged to make a true, plain and just Confession and Declaration, which shall be sufficient for that Time; and the said Persons so calling to account, shall make no farther Enquiry into the Matter: But if the Person called to account shall afterwards appear to have made a false answer, then the said Person called to account shall be obliged to give so much out of his own to the Person who had called him to account, whom he had defrauded by such false Answer, as the Merchandizes of the Enemy by him thus carried and conceal'd shall appear to be worth. N^o. 1755.
Goods of E-
nemies not to
be imported.

*Treaty of Commerce between the Emperor Charles V.
and the King of England; concluded at London
April 11. 1520.*

II. **T**HAT all and singular the Subjects of the Kingdoms, and Dominions of the said Princes, their Factors, Agents and Servants, with their Ships, Goods, Ware and Merchandize, may sail and come into all and singular the Lands, Countries, Dominions, Cities, Towns, Camps, Ports, Jurisdictions and Districts of either of the said Princes, by Land, Sea, or fresh Waters, and abide there, and buy, sell and barter all Kind of Merchandize with any other Merchants of any Country whatsoever, and. N^o. 1756.
Free Passage
and Trade.

and freely and lawfully depart from thence with the same, or other Ships, Goods, Wares and Merchandizes, to any other Kingdoms, Ports or Places whatsoever, at their Discretion, and carry on all Manner of Trade together, according to the Form, Force and Effect of the Treaty of Commerce dated the 24th of *February* 1495, and the following Articles during this present Provision.

Treaty of League between the Emperor Charles V. Sovereign of the Netherlands, and the King of England, made in 1542.

(See it at large *Corps Diplom.* T. iv. P. ii. pag. 217.)

N^o. 1757. Art. I. is of the same Import with the hereafter following xvith Article of the Treaty of 1630.

XIII. For the common Benefit of the present Peace, League and Amity, and that the Subjects of both Princes may the better carry on and cultivate a mutual Commerce, it is agreed, that as concerning all Intercourse of Merchandize and mutual Commerce between them, the Treaty of Commerce dated the 11th of *April* 1520, shall be and remain in the same State and Force as is stipulated by the Treaty of the 5th of *August*, 1529.

Treaty of Peace and Alliance between the King of England, and Albert Archduke of Austria, Duke of Burgundy, Brabant, &c. concluded in the Year 1604.

N^o. 1758. I. **T**HERE shall be from this Day forward a good, sincere, true, firm and perfect Amity and Confederacy, and perpetual Peace, which shall be inviolably observed, between the most serene King of *England* &c. and the most serene Archdukes of *Austria*, Dukes of *Burgundy* &c. and their Heirs and Successors whatsoever, and their Kingdoms, Countries, Dominions, Lands, People, Liege-men and Subjects whatsoever, present and to come, of whatsoever Condition, State or Degree, as well by Land as by Sea, and fresh Waters; so that their Vassals and Sub-

Perpetual
peace and
Amity.

Subjects shall behave in a truly friendly Manner, and shew good Affection, and do all good Offices to each other.

XX. And as the said King and Archduke solemnly promise never to give any warlike Assistance to the Enemies of each other, so it is likewise provided, that their Subjects or Inhabitants, of whatsoever Nation or Quality, shall not, on Pretence of Trade and Commerce, or under any other Colour, assist the Enemies of either Prince in any Manner, nor furnish them with Money, Provisions, Arms, Engines, Guns or Instruments fit for War, or any other warlike Furniture: so that whoever shall act contrary hereunto, shall be liable to the severest Punishments, and be proceeded against as Covenant-Breakers and seditious Persons.

N^o. 1759.
Neither Side
to assist the E-
nemies of the
other.

The 18th and 22d Articles of this Treaty are the same in Substance and Effect, and almost so verbatim, with the 16th and 20th Articles of the Treaty of 1630, hereafter following.

*Treaty of Peace and Alliance between Great Britain
and Spain; concluded at Madrid, November the
15th, 1630.*

(See it at large *Corps Diplom.* Tom V. P. ii. pag. 619.)

XVI. **W**HAT is said concerning free Commerce granted to the Subjects of the most serene Kings, the same is likewise to be understood, and in the same Manner, between the Subjects of the most serene King of *England, Scotland, and Ireland*, and the Subjects of the Provinces of *Flanders*, viz. That they shall shew all Favour to, and treat each other in the most friendly Manner, and with all mutual good Offices, in all Places; and may on both Sides freely, safely, and securely arrive at, and enter into the said Kingdoms, Dominions, Lands, Towns, Cities, Shores, Ports and Creeks whatsoever, by Sea, or Land, or fresh Water, without any Passport or other Licence general, or special, and may sail, import and export, buy and sell all Merchandizes in all such Places; and abide and traffick there as long as they please, and purchase Provisions and all Things necessary for their Viſtualling and Voyage at reasonable Prices, and repair their Ships and Vessels, whether they be their own, or hired or bor-

N^o. 1760.
Free Passage,
Intercourse,
and Trade.

rowed, and freely carry on all Kind of Business, and depart from thence with the same Liberty, with all their Goods, Wares and Merchandizes whatsoever, and return into their own or any other Country at their Pleasure and Discretion, without any Lett or Molestation, paying the Duties and Customs according to the Laws of the several Places respectively.

N^o. 1761. *Ancient Treaties confirmed.* XX. As to what concerns the ancient Treaties of Intercourse, and Commerce between the Kingdoms of *England, Scotland, and Ireland*, and the Dukes of *Burgundy* and Princes of the *Netherlands*, which have been interrupted during the late Ruptures, and perhaps violated in many Respects, it is provisionally agreed, that they shall continue in their former Force and Vigour, and be observed in the same Manner as they were before the late War between *Philip II. King of Spain*, and *Elizabeth Queen of England*.

*Treaty of Navigation, concluded at Madrid, 13 May,
Anno 1667.*

See Article XX. which is No. 1643 preceding of this Book.

*Convention between Great Britain and the Emperor,
at London, July 26, 1715.*

N^o. 1762. XXVI. **A**S relating to Commerce, it is agreed, that all Ships and Merchandizes, coming from *Great Britain* and the *United Provinces* into the *Austrian Netherlands*, or going from thence into the said Countries, shall pay the same Duties of Importation and Exportation, as they pay at present, and particularly as they have been regulated before the signing of this present Treaty; inasmuch that every Thing shall remain and continue on the same Foot, without the Admission of any Alteration, Innovation, Augmentation, or Diminution, upon any Pretence whatsoever, 'till such Time as his Imperial Majesty, the King of *Great Britain*, and the States-General, shall otherwise agree concerning it, by the Treaty of Commerce to be made as soon as possible. Mean while, the Commerce between the Subjects of his Imperial Majesty in the *Austrian Netherlands*, and those of the *United Provinces*, shall remain as it was settled by the Articles of the Treaty made at *Munster* in the Year 1648, between

tween Philip IV. of Spain, and the States-General; which Articles are confirmed by this present Treaty.

Convention made at London, July 26, O. S. 1715, relating to the Duties laid on British Woollen Cloths exported to the Austrian Netherlands.

HIS Britannick Majesty's Ministers having complained, that the Commerce of his said Britannick Majesty with the Austrian Netherlands is very much prejudiced by the high Duties of Importation laid upon the coarse Woollen Cloths sent from Great Britain to the said Austrian Netherlands: The under-written Minister and Plenipotentiary of his Imperial and Catholick Majesty for the Treaty of Barrier at Antwerp, declares by these Presents, that his Imperial Catholick Majesty will consent to the immediate reducing of the Duties on the said coarse Woollen Cloths, according to the following Specification: And that in all other Respects the Commerce of the Subjects of his Britannick Majesty with the Austrian Netherlands shall remain, continue, and subsist wholly on the same Foot as it does at present, without any Alteration, Innovation, Diminution or Augmentation to be made, under any Pretext whatsoever, till all the Parties interested shall agree upon a Treaty of Commerce.

DYED WOOLLEN CLOTHS.

	Fl.	Sols.
A Piece of the Value of above 60 Florins, up to 90,	3	10
A Piece of the Value of above 40 Florins, up to 60,	2	00
A Piece of the Value of 40 Florins, and under, - -	1	00

MIXED WOOLLEN CLOTHS.

A Piece of the Value of above 60 Florins, up to 90,	2	10
A Piece of the Value of above 40 Florins, up to 60,	1	10
A Piece of the Value of 40 Florins, and under, - -	1	00

WHITE WOOLLEN CLOTHS.

A Piece of the Value of above 60 Florins, up to 90,	2	10
A Piece of the Value of above 40 Florins, up to 60,	2	00
A Piece of the Value of 40 Florins, and under, - -	1	00
<i>Drap de Pié</i> (Cloth to lie upon Floors) of all sorts,		
the Piece, —————	0	08
4 D 2		Requi-

N°. 1763.

Requisition made to the Council of State at Bruffels, the 6th of November, 1715.

N°. 1764. **I**T being absolutely necessary for the Service of his Imperial and Catholick Majesty to lessen immediately the Duties of Importation on coarse Woollen Cloths coming from *Great Britain* and the *United Provinces*, on the following Foot,

WOOLLEN CLOTHS DYED.

	Fls.	Sols.
A Piece of the Value of above 60 Florins, up to 90 Florins,	3	10
From 40 to 60,	2	00
Of 40 and under,	1	00

MIXT.

A Piece of the Value of 60 Florins, and so up to 90,	2	10
From 40 to 60,	1	10
Of 40 and under,	1	10

WHITE.

A Piece of the Value of 60 Florins, and so up to 90,	2	10
From 40 to 60,	2	00
Of 40 and under,	1	00
<i>Drap de Pié</i> (Cloth to lie upon Floors) of all sorts, the Piece,	0	08

and to reduce the Duties of Importation on Brandies distilled from Corn coming from *Great Britain* and from the *United Provinces*, to 3 Florins the *Awm*, instead of 8 which is now paid, you are required, Gentlemen, to give forthwith the necessary Directions in the Finances, that the proper Orders may be immediately issued for this Purpose, and that the Collectors of the Duties of Importation and Exportation may conform themselves accordingly thereto. Done at the Conference at *Bruffels* this 6th of *November* 1715.

A Copy of the Resolution of the Council of State, minuted in the Margin of the Consultation of the Council of the Finances, the 7th of November 1715.

HAVING made our Representation to the Ministers of the Conference conformably to this Consultation, and added also other Reasons to enforce it, they have newly made this Day another more pressing Requisition to us, by which they insist absolutely, that the former be put in Execution ; whereupon the Council of the Finances shall issue the Orders therein specified ; but it is understood, that they shall not have Force nor Effect, unless they be approved and ratified by his Imperial and Catholick Majesty in the Treaty of Barrier. This last Clause however, which begins with the Words, *it is understood*, and ends with the Words, *in the Treaty of Barrier*, shall not be inserted in the Orders to be sent to the Collectors. N°. 1765.

Order of the Council of Finances to the Collectors of the Duties.

THE Counsellors and Commissioners of the Demesns and Finances of his Imperial and Catholick Majesty. Most dear and special Friends, we herewith send you, with express Orders of the Council of State appointed for the general Government of these Countries, a Copy of the Requisition made to them by the Ministers of the Conference, relating to the Lessening of the Duties of Importation on the coarse Woollen Cloths coming from *Great Britain* and from the *United Provinces* ; as also for Reducing the said Duties on Brandies distilled from Corn ; commanding you, by express Order of the said Council of State, to take care to regulate yourselves pursuant thereto, in collecting the said Duties, and to give Notice of it to your Subalterns. Most dear and special Friends, God have you in his holy Keeping. *Brussels*, at the Council of the said Finances, the 12th of *November 1715*. N°. 1766.

To the Collectors of the Duties of Importation and Exportation at

*Newport,
Ostend,*

*Fort St. Philip,
Borgerhout,*

Bruges,

Treaties of Commerce and Navigation

<i>Bruges,</i>	<i>Mecklen,</i>
<i>Ghent,</i>	<i>Turnhout,</i>
<i>Dendermonde,</i>	<i>Tirlemont.</i>

Extract from the Tariff settled the 14th of November 1715.

N. B. A Difficulty having arisen about the Intention of the N^o. 1767. Requisition of the 6th of *November 1715*, of which Mention is made in the 26th Article of the Treaty of Barrier, it is agreed provisionally to cause the Duties of Importation on all the different sorts comprehended in the above Tariff under the Denomination of Woollen Cloths, to be collected according to the Tenor of the said Requisition of the 6th of *November*, till his Imperial and Catholick Majesty, and his Majesty the King of *Great Britain*, shall agree upon it otherwise; and in the mean while the King's Collectors and Officers shall permit the said Manufactures to be imported, giving Notice and taking Security for the Payment of the overplus Duties of Importation on the Foot the same shall be settled.

A Letter from the Imperial Envoy Count Volkra, to the Lord Viscount Townshend, Principal Secretary of State.

My Lord,

N^o. 1768. **Y**OU have acquainted me, that Complaints are made of Contraventions to the 26th Article of the Treaty of Barrier, and I have had the Honour to communicate to you what Count *Konigsegg* has answered thereupon.

I can declare to you besides, that for the future there will be an exact Performance of the said 26th Article of the Treaty of Barrier of the 15th of *November 1715*, and of the Convention at *London* of the 26th of *July 1715*; as also of the Declaration in the Tariff of the 14th of *November 1715*, that is to say, that the Duties on the *Petite Draperie* (or Woollen Stuffs) of *England* will be collected on the Foot of the coarse Woollen Cloths, according to the Diminution expressed in the aforesaid Convention at *London*, without any Alteration, till it be agreed otherwise between the Emperor and the King, our Masters; but in the mean Time the Merchants are to give Security to pay the Surplus,

plus, if the Matter shall be so determined between the two respective Courts. *I am, &c.*

London, August $\frac{20}{31}$, 1716.

The Count VOLKRA.

*Treaty between Great Britain and the Emperor, at
Vienna, March 26, 1731.*

I. **T**HAT there shall be, from this Time forward, between his Imperial and Catholick Majesty, and his Majesty the King of *Great Britain*, both their Majesties Heirs, and between the High and Mighty Lords the States General of the United Provinces of the *Netherlands*, a firm, sincere and inviolable Friendship, for the common Welfare of the Provinces and Subjects belonging to each of the Contracting Princes; and that this Peace be so established, that each of the Contractors shall be obliged to protect and defend the others Territories and Subjects; to maintain the Peace, and procure the Advantages of the other Contractors, all the same as if he did it for himself: In short, to prevent and ward off all the Damage and Injury, of any sort whatever, which might be done them. For this End, all the former Treaties or Conventions of Peace, Friendship and Alliances, shall have their full Effect, and shall preserve, in all and every Part, their full Force and Virtue, and shall even be look'd upon as renewed and confirmed by Virtue of the present Treaty; excepting only in such Articles, Clauses, and Conditions, from which it has been thought fit to derogate by the present Treaty. And moreover, the said Contracting Parties having expressly obliged themselves, by Virtue of the present Article, to a mutual Defence, or, as it is called, a reciprocal *Guaranty* of all the Kingdoms, States and Territories which each of them possesses, and even of the Rights and Immunities each of them enjoys, or ought to enjoy; in such Manner, that they have mutually declared, and the said contracting Parties have reciprocally promised, that they will oppose with all their Forces the Enterprizes of all and every one, who shall (contrary to Expectation) undertake to disturb any of the Contractors, their Heirs and Successors, in the peaceable Possession of the Kingdoms, States, Provinces, Lands, Rights and Immunities, which each of the

Nº. 1769.

con-

contracting Parties doth, or ought to enjoy at the Time of the Conclusion of the present Treaty.

N^o. 1770. . V. Whereas it hath been found necessary, in order to attain the End which the contracting Parties in this Treaty propose to themselves, to pluck up every the least Root of Division or Dissension; and also that the ancient Friendship, which formerly united the Contracting Parties, be not only renewed, but that the Band thereof be knit closer and closer every Day; therefore his Imperial and Catholick Majesty promises, and by Virtue of the present Articles binds himself, to cause all Commerce and Navigation to the *East Indies*, in the whole Extent of the *Austrian Netherlands*, and in all the other Countries, which in the Time of *Charles II.* Catholick King of *Spain*, were under the Dominion of *Spain*, to cease immediately and for ever; and that he will *bona fide* act in such Manner, that neither the *Ostend* Company, nor any other, either in the *Austrian Netherlands*, or in the Countries which, as is abovesaid, were under the *Spanish* Dominion in the Time of *Charles II.* formerly Catholick King, shall ever contravene, directly or indirectly, this Rule established for ever: Excepting that the said *Ostend* Company may send, for once only, two Ships, which shall sail from the said Port to the *East Indies*, and from thence return to *Ostend*, where the said Company may, if they think fit, expose to Sale the Merchandizes brought from the *Indies*. And his Majesty the King of *Great Britain* and the High and Mighty Lords the States General of the *United Provinces* do likewise promise on their Part, and oblige themselves to make a new Treaty with his Imperial Majesty without any Delay, concerning Commerce and Imposts, commonly called a *Tariff*, in what relates to the *Austrian Netherlands*, and agreeable to the Intention of the xxvith Article of the Treaty, commonly called the *Barrier Treaty*; and for this Purpose, the Contracting Parties shall immediately name Commissioners, who shall meet at *Antwerp* within the Space of two Months, to be computed from the Day of signing the present Treaty, to agree together upon every Thing that regards the entire Execution of the said *Barrier Treaty*, which was concluded at *Antwerp* the 17th of *November* 1715, and of the Convention since sign'd at the *Hague*, the 22d of *December* 1718, and particularly to conclude a new Treaty there, as hath been said, concerning Commerce and Imposts, in what relates to the
Austrian

Austrian Netherlands, and in the Idea of the xxvith Article of the said Treaty. It is moreover agreed, and solemnly stipulated, that every Thing, which it hath been thought fit to leave to the Commissioners, who are to meet at *Antwerp*, shall be entirely terminated, with all Justice and Integrity, as soon as possible, and in such Manner that the last Hand may be put to that Work, at least within the Space of two Years.

Although by the above Treaties made anno 1715 and 1731, with the Court of *Vienna*, it seems to have been the Intent of the Parties to agree upon a new Treaty of Commerce, we do not find there has been much Progress made in it.

Nor could it well be expected that in Time of Peace any great Concession would be obtained, since any Favour more granted to us than to other Powers, would certainly cause Jealousy and Complaints from them. But it is something surprising that when we Merchants saw how greatly the House of *Austria* was in Want of our Assistance, during the late War, we should forget ourselves so much, as not to represent properly to the Ministry in what our Wants consisted, and what would redound to the Benefit of Trade: For it may be presumed that the Court of *Vienna* would not then have hesitated to make some more favourable Concessions to us than to other Nations, since, besides defending them with a powerful Army, we assisted them with a Subsidy from 300000 to 500000*l.* a Year in ready Money; and so paid dear enough for whatever Privileges we might have been obtained.

Treaty of Amity, Commerce and Navigation between Great Britain and Russia, concluded at St. Petersburg, December the 2d, 1734.

I. **T**HE Peace, Friendship, and good Correspondence, which happily subsist between their *Russian* and *Britannick* Majesties, shall be confirmed and established by this Treaty, so as from henceforward there shall be between the Crown of All the *Russias* on one Side, and the Crown of *Great Britain* on the other, as likewise between the States, Countries, Realms, Dominions, and Territories, which are under their Obedience, a true, firm, and perfect Peace, Friendship, and good Understanding, which shall endure and be inviolably maintained for ever, as well by Sea as by Land, and on all fresh Waters; and the People, Subjects, and Inhabitants on both Sides, of whatsoever Condition or Degree, shall behave with entire Good-will towards each other, and give each other all possible Aid and

Nº. 1771.

Assistance, without doing or offering the least Wrong or Damage whatsoever.

N^o. 1772. II. There shall be an entire Freedom of Navigation and Commerce throughout all the Dominions of the two Contracting Parties in *Europe*, where Navigation and Commerce are at this Time permitted, or shall be permitted hereafter, by the Contracting Parties to the Subjects of any other Nation.

N^o. 1773. III. The Subjects of both Contracting Parties may enter at all Times into all the Ports or Towns of either of the Contracting Parties, with their Ships, Vessels, or Carriages, into which the Subjects of any other Nation are permitted to enter, to trade or abide there; and the Mariners, Passengers, and Vessels, whether *Russian* or *English*, even though there be any Subjects of any other strange Nation among the Crew, shall be received and treated in like Manner as the most favoured Nation; and the Mariners and Passengers shall not be forced to enter into the Service of either of the Contracting Parties, which may have Occasion for their Service. And the Subjects of both Contracting Parties may buy all Kind of Necessaries, which they shall stand in Need of, at the current Price; and repair and refit their Ships, Vessels, or Carriages, and furnish themselves with all Manner of Provisions for their Subsistence and Voyage, abide and depart at their Pleasure, without Molestation or Impediment; provided they conform themselves to the Laws and Ordinances of the respective States of the said Contracting Powers where they shall so arrive or continue.

N^o. 1774. IV. The Subjects of *Great Britain* may bring by Sea or by Land, into all or any of the Dominions of *Russia*, wherein the Subjects of any other Nation are permitted to trade, all Sorts of Goods and Merchandizes, whereof the Importation and Traffick are not prohibited; and in like Manner the Subjects of *Russia* may bring into all or any of the Dominions of *Great Britain*, wherein the Subjects of any other Nation are allowed to traffick, all sorts of Merchandizes of the Produce and Manufacture of the Dominions of *Russia*, whereof the Importation and Traffick are not prohibited, and likewise all Merchandizes of the Produce or Manufacture of *Asia*; provided that it is not actually prohibited by any Law now in Force in *Great Britain*; and they may buy and export out of the Dominions of *Great Britain*, all manner of Goods and Merchandizes, which the Subjects of any other Nation may buy

buy therein and export from thence, and particularly Gold and Silver wrought or unwrought, excepting the Silver coined Money of *Great Britain*.

V. The Subjects of *Great Britain*, if they happen not to have Rixdollars to pay therewith the Custom and other Duties payable on the Goods they enter, may pay in current Money at the Rate of one hundred and twenty-five Copyks for one Rixdollar. N^o. 1775.

VI. *English* Ships that come to load or unload Merchandizes belonging to the Subjects of *Great Britain*, shall be used with all Kindness and Dispatch, according to the Regulation, without being detained in any Manner whatsoever, on Pain of the Penalties mentioned in the Regulations: And should the Subjects of *Great Britain* enter into any Contract with any Chancery or College for the Delivery of any Goods or Merchandizes, on their giving Notice that the same are ready to be delivered, they shall be received agreeable to the Time appointed in the Contract, after which the Account shall be adjusted and settled in such a Time as was agreed upon in the Contract between the Chancery or College and the *English* Merchants. N^o. 1776.

VII. It is stipulated that in any Town or Place of *Russia*, where any other Nations are admitted, the Subjects of *Great Britain* may pay for Goods bought the same Currency as has been received for Goods sold; unless there be any particular Agreement to the contrary. N^o. 1777.

VIII. It is stipulated, that the Subjects of *Great Britain* may bring to *Russia* all sorts of Goods or Merchandizes, and carry them through the Dominions of *Russia*, the shortest or most convenient Way, to *Persia*, paying Three *per Cent.* in Rixdollars, *ad valorem*, for Duties and Transit of the said Goods, and no more, under any Pretence whatsoever. Nevertheless the *English* Merchants shall be obliged to agree with the *Russian* Subjects for the Carriage Charges, either by Water or by Land, making them a reasonable Allowance for the same; and the most strict Orders shall be given that the *English* Merchants may meet with all Dispatch and Care upon the Road. They likewise may bring from *Persia* any Goods or Merchandizes, and carry them through *Russia* with the same Liberty and Ease, paying only Three *per Cent.* in Rixdollars, *ad valorem*, for Duties and Transit, reckoning the Rixdollars as usual in the *Russian* Customs. And in order to prevent all Frauds of *English*

Subjects, and all Vexation and Delay of *Russian* Officers, *English* Merchants shall declare the Goods designed to be carried thro' *Russia*, either to or from *Persia*, at the first *Russian* Place they arrive, which shall be received and admitted on the Bill of Lading, Policy, or Register, according to the Value declared, on which a Duty of Three *per Cent.* shall be paid, without opening or unpacking the Merchandizes any more than is absolutely necessary to satisfy the *Russian* Officer, that the Merchandizes specified in the Bill of Lading, Policy, or Register, and no other, or others, are contained in the Bale in which the Merchandizes are packed. But in case the *Russian* Officer have any Grounds to suspect that the Goods are not declared to their right Value, within Twenty *per Cent.* then the *Russian* Officer, paying to the Merchant the Value declared and Twenty *per Cent.* over and above it, without any Deduction, may take the Goods and dispose thereof. After the *Russian* Officer's Inspection, which is to be done without Vexation or Detriment to the Goods or Package, he shall fix leaden Seals to the Packs or Bales that contain the Goods, number and mark them, and deliver to the Merchant a Certificate of the Payment of the Duties, and by Virtue of that Certificate, Leaden Seal, Mark and Number, they shall have a free Passage through *Russia*, either going to or coming from *Persia*, without any Obstacle or Molestation: But should the Merchants not carry any or all the Bales through *Russia*, according to the Declaration, or should the Seals be taken off, and any Goods taken out in *Russia*; if there is any Reason to suspect such a Conduct in opposition to the true Sense and Meaning of this Article, such a Merchant shall be fined and pay the whole Value declared of the Pack or Bale that shall be wanting, or to which the Seal should not be found.

N^o. 1779. IX. It shall be permitted to the Subjects of both Contracting Parties reciprocally, in all accustomed Places of Export, to load on board their own Ships, Vessels, or Carriages, or any other, all Merchandizes bought by them, excepting only such as are prohibited to be exported; and freely to send or carry away the same; provided they have paid the Duties, and such Ships, Vessels, or Carriages, have been cleared according to Law.

N^o. 1780. X. The Subjects of either Part shall pay no more Custom or Duties, on the Importation or Exportation of Goods, than what the Subjects of any other Nation pay for the same Goods. And
in

in order to prevent any Frauds in the Duties on either Side, the Merchandizes which shall be found to have been smuggled in without paying the Duties, shall be confiscated and no other Punishment inflicted on the Merchant of either Side.

XI. The Subjects of either Party may freely pass, repass, or travel, in all Countries which now are or hereafter shall be at Enmity with the other of the said Parties, Places actually blocked up or besieged only excepted; provided they do not carry any warlike Stores or Ammunitions to the Enemy: As for all other Effects, their Ships, Passengers and Goods shall be free and unmolested. N^o. 1781.

XII. Cannons, Mortars, Fire-Arms, Pistols, Bombs, Grenadoes, Bullets, Balls, Fuzees, Flints, Matches, Powder, Salt-peter, Sulphur, Cuirasses, Pikes, Swords, Belts, Pouches, Cartouche-boxes, Saddles and Bridles, in any Quantity beyond what may be necessary for the Ship's Provision, and may properly appertain to and be judged necessary for every Man of the Ship's Crew, or for each Passenger, shall be deemed Ammunition of War; and if any such be there found, they may seize and confiscate the same according to Law: But neither the Vessels, Passengers, or the rest of the Goods shall be detained for that Reason or hindered from pursuing their Voyage. N^o. 1782.

XIII. In case of a Rupture between the Contracting Parties, which God forbid, Effects or Vessels of the Subjects of either Party shall not be detained or confiscated, but there shall be the Space of one Year at least allowed them, wherein they may sell, dispose, carry off, or send away their Effects and transport their Persons. N^o. 1783.

XIV. The Merchants, Mariners, Vessels, or Effects of either Party shall not be arrested or forced into Service without their own Consent, under any Pretence whatsoever; and if any Servant or Mariner deserts his Service or Vessel, he shall be delivered up: But nothing contained in this Article is to be so understood as to tend to the Hindrance or Obstruction of the ordinary Course of Justice on either Side. N^o. 1784.

XV. In Case of Wreck on any Part of the Dominions of the Contracting Parties, all sorts of Assistance shall be given the Unfortunate; no Violence shall be done them, nor shall their Effects, saved either by themselves or others, or drove ashore, be hidden or detained from them, neither shall they be hurt under N^o. 1785.

under any Pretext whatsoever, but they shall be preserved for them; and they shall pay what is reasonable for the Assistance given to their Persons, Ships, or Effects.

N^o. 1786. XVI. *English* Merchants may buy, build, or rent Houses, and sell or dispose of them, either at *St. Peterburgh*, *Moscow*, in the *German Slabod*, *Astracan*, and *Archangel*, and in those Places, their Houses shall be exempted from lodging Soldiers; in all other Places they may likewise buy, sell, or rent Houses, but there they shall be subject to quartering Soldiers equally as other Inhabitants. *Russian* Merchants may also build, buy, or rent Houses in *Great Britain*, or *Ireland*, and sell or dispose of them, provided they qualify themselves for that Purpose, in the like Manner as the Subjects of any other the most favoured Nation are obliged to do, and they shall be free of lodging Soldiers, and have a free Exercise of the *Greek* Religion either in their Houses or any Place appointed for that Purpose.

N^o. 1787. XVII. Passports shall be given to all *English* Subjects that might have a mind to retire from *Russia*, two Months after having giving Notice thereof, without obliging them to give any Security; if in that Time there appear no just Cause to detain them, without obliging them to apply for their Passports any where else than to the College of Commerce, or any other that may hereafter be substituted for the same. The same Care and Dispatch to depart, the *Russian* Subjects shall have in the Dominions of *Great Britain*, according to what is customary in that Country on such Occasions.

N^o. 1788. XVIII. *English* Merchants that take into their Service, or hire any Servants in *Russia* with such Passports as the Court of Justice thinks proper to register, shall afterwards not be obliged to pay for the same to the Masters of those Servants, any more than what the *English* Merchants and the Servants agreed betwixt them, but the *English* Merchants shall not keep the Servants longer than the Time allowed them by the Passports of their Masters, and without *Pokermesnoys* no Servant shall be taken into Service, or hired: And if the Merchants take a Security for the Honesty of the Servant, and it happen that the Servant do not behave well, and cheat somebody, the Merchant shall not answer for it, but the Security. *Russian* Merchants shall have the same reciprocal Security and Justice in the Dominions

Dominions of *Great Britain*, for the Servants they may there hire, agreeable to the Laws of the Land.

XIX. All Affairs of *English* Merchants in *Russia* shall be under N^o. 1780.
the Cognizance only of the College of Commerce, or any other Court that may be appointed hereafter in lieu of this College to take Cognizance of foreign Merchants Affairs, and no other. *Russian* Merchants in the Dominions of *Great Britain* shall be under the Protection of the Laws of that Kingdom, as all other Foreigners are, and shall be treated as the most favoured Nation.

XX. *English* Merchants shall not be obliged to produce their N^o. 1790.
Books or Papers to any Body whatsoever, unless to bear Witness in Courts of Justice; nor shall their Books or Papers be taken away and detained from them, neither shall their Effects be distrained, or sold, under any Pretence whatsoever, except in Case of a Bankruptcy, and then only by Decree of the College of Commerce, or any other Court that may be hereafter appointed, in Lieu of that College, to take Care of the Affairs of foreign Merchants; and *Russian* Merchants in *Great Britain* shall be protected by the Laws, as the preceding Article directs.

XXI. In Case of a Law-Suit, four reputable Persons among N^o. 1791.
the foreign Merchants shall be named by the College of Commerce to inspect into the Books and Papers of the Plaintiff, if the Case require it; and their Report to the College of Commerce shall be a sufficient Evidence.

XXII. The Custom-house shall take Care to examine the N^o. 1792.
Russian Merchants Servants, when they sign Bargains, whether they have Orders or Powers of their Masters for so doing: If not, they shall not be trusted. The same shall be observed in Regard to the *English* Merchants Servants, and the Bargains shall be for the Masters Account, who, if they have given Orders or Powers to their Servants, shall then be answerable as if they had made the Bargain themselves. All *Russian* Servants employed in Shops shall also be registered and their Transactions.

XXIII. If any *Russian* Merchants indebted to *English* Mer- N^o. 1793.
chants, quit the Place where they lived and retire into the Country, and it happen that during their Absence, Petitions be brought against them, proving the Debt, then the College of Commerce shall summon them thrice, allowing a sufficient Time for their Appearance before the College; but should they not appear,

appear, the College shall condemn them, and send an Express, at the Charge of the Plaintiff, to the Governors with Orders to put the Sentence in Execution, obliging the Debtor to pay his Debt.

N^o. 1794. XXIV. The *Russian* Merchants that come with their Goods shall enter them as soon as possible at the Custom-house; and when sold, shall write down the Quantity, Weight, and Measure, as the Regulations direct.

N^o. 1795. XXV. The Brack shall be equitably established and set in good Order, the Brackers shall be answerable for the Quality of the Goods and false Package, and subject to pay the Losses on Proof being brought against them.

N^o. 1796. XXVI. Regulations shall be established for removing of Abuses which there may be in the Package of Hides and Threads; in the Interim, if any Dispute arise between Buyer and Seller in regard to the Tare of any Goods, the Custom-house shall decide it according to Reason and Equity.

N^o. 1797. XXVII. For a greater Convenience and Encouragement of the Trade of *Great Britain*, it is agreed that the following *English* Woollen Goods shall hereafter pay no more Duty than what is set down in this Article, viz. *English* Cloth for Soldiers shall pay no more than two Copyks in Rixdollars for each Archine; the coarse Cloth of the County of *York*, known in the *Russian* Tariff by the Name of *Kosirogi*, shall pay no more than two Copyks in Rixdollars for each Archine; broad Flannels only one Copyk in Rixdollars for each Archine; and narrow Flannels but three Quarters of a Copyk in Rixdollars for each Archine.

N^o. 1798. XXVIII. It is agreed and concluded that the Subjects of both Parties shall be respected and treated in their respective Dominions, in like Manner as the most favoured Nation, and the Subjects of *Russia*, which shall come into *England* in order to learn Arts and Commerce there, shall be protected, favoured, and instructed: Likewise, if any *Russian* Vessels shall be met with out at Sea by any *English* Vessels, they shall in no wise be hindered or molested by them, provided they comport themselves in the *British* Seas in the accustomed Manner; but on the contrary they shall be favoured by them, and that in the very Ports or Havens belonging to the Dominions of *Great Britain*.

XXIX. Peace

XXIX. Peace, Amity, and good Understanding shall continue for ever between the Contracting Parties; and as it is usual to limit Treaties of Commerce for a certain Space of Time, it is agreed between the Contracting Parties that this shall continue for the Space of fifteen Years to be computed from the Day of signing this present Treaty; and that before the Expiration of the said Term they shall come to a further mutual Agreement for renewing and prolonging the same.

We do not remember ever to have read or heard, that this Treaty has been renewed for any certain Number of Years. It seems to have been solicited, chiefly with a View to carry on a Trade to *Persia* through the *Russian* Dominions; on which we will not now enter into any Reasoning, as the Success has not answered; tho' this may be attributed in great Measure to the domestic Troubles in that Empire. But still we may venture to say, upon the whole, that Objects of Trade, which cannot be protected by our own Force, and whereunto our own Maritime Strength cannot reach, do not deserve any great national Attention: And we reckon it to be more national to trade to *Persia*, in our own Shipping, the round-about Way, than through this shorter one. But, on the other Hand, as our Factory in *Russia* is a very considerable one, and we have always in that Empire Effects to a great Value, and some of the Returns we bring from thence are of more Use to us than even Gold and Silver, good Policy will dictate to us to treat the *Russians* with great Distinction, even if we had no Treaty at all with them. The following one is

A Treaty between England and Russia, concluded the 16th of June 1623 (when they were not yet so much Masters of the Baltick Trade) between James I. King of England, and Michael Fiderowitz Grand Duke of Russia.

FIRST, it is concluded and accorded that this Alliance shall remain sincere, firm, and perfect, and be for ever inviolably observed and kept between the said most renowned Prince and great Lord *James* King of *Great Britain*, and the said most renowned great Lord, Emperor, and Great Duke *Michael Fedorowitz*, of all *Russia* sole Commander, and the Heirs and Successors, Crowns, Kingdoms, and People of either of them; and that their Subjects and People, as the renowned Princes themselves, shall love like Brethren, and be as one Nation,

tion, wishing the good Honour and Reputation one of another, both by Word and Deed.

N^o. 1801. II. It is also agreed that neither of the said great Princes, their Heirs, and Successors, by themselves or Subjects, or by any other foreign Lord or State, shall practise, do, or treat any thing against the other, or against their Kingdoms, Dominions, or People, in any Place, or by any Means whatsoever, much less shall make or join with each other's Enemy in any War, Advice, Counsel, Attempt, or Treaties, had, made, or to be made in the Prejudice of either, or against the other; but on the Contrary they shall wish and seek the mutual Good and Welfare the one of the other, no less than their own, and on both Sides perform the Acts of Friendship and Amity.

N^o. 1802. III. It is further concluded that neither of the said renowned Princes shall aid, or assist the other's Enemy, which at this present is or hereafter may be, with Men of War, Munition, Victuals, or other such like Material or Provisions for War, nor shall suffer any Armies of Soldiers from other Princes Dominions to be conveyed through his Kingdoms and Dominions against his said Confederate; but on the other Side shall seek to turn away that which might stretch to the Enemies Purpose, and to avoid, divert, and empech all hurtful Practices that might any Way arise or happen to his said Confederate.

N^o. 1803. IV. It is also agreed between the said renowned Princes that if hereafter there happen any Question of War to arise against the one or the other, he that shall suspect such War shall advertise his Confederate thereof in good Time, and as much as in him lies shall use all good Endeavours, by his Advice and Mediation, to lay down, by some friendly Accord, such Differences and Questions out of which any War might happen to arise or proceed, so as the Charge of any such Mediation may reflect upon the Party that shall require it.

N^o. 1804. V. It is likewise provided, by Virtue of this Alliance, that in Case any such Difference should break out into open War, and cannot be laid down with Amity and Friendship, then the one and the other shall suffer his Confederate to make competent Levies of hired Soldiers within their Kingdoms, and, notwithstanding all general Prohibitions to the contrary, shall have good Leave, at all Times, by their Agents and Servants to buy up all Manner of needful Provisions for the Wars, and
Victuals,

Viſtuals, Armour, Munition, Ordnance, Artillery, or other ſuch Materials for the War, what the one or the other deſires, or may have need of, and to tranſport the ſame away without Lett or Interruption, as far as the ſame may reaſonably ſtand with the Commod ty of that Prince's State in whoſe Kingdoms reſpectively thoſe Levies and Proviſions are to be made.

VI. In Caſe of any ſuch War to be raiſed, or any ſuch Invaſion to be made, the Confederates ſhall not permit the Enemy to make Levies of Soldiers, or take up any Manner of warlike Munition whatſoever, within their Kingdoms and Dominions to the Prejudice of either of the Confederates reſpectively. N^o. 1805.

VII. If any of the Subjects of either of theſe renowned Princes, their Merchants, or voluntary Soldiers, trading and ſerving in other Countries without the Princes Leave, ſhall be found, under Colour of Commerce or any Pretext whatever, to carry any Manner of warlike Munition to the Enemy, or receive Entertainment with the Enemy, and ſo happen to be taken in the Wars, it ſhall not be reputed to the renowned Prince, or held for any Breach of Contract, but that the Party offending ſhall take the Peril upon his own Head. N^o. 1806.

VIII. If it ſhall happen that any War be hereafter raiſed upon either of theſe renowned Princes, wherein the one or the other be willing to interpoſe themſelves, it ſhall not be lawful either for the one or the other to deal or handle with each others Enemy concerning any Peace or Surcease of Arms without expreſs Conſent of each Party. N^o. 1807.

IX. And for as much as this preſent Alliance is chiefly contracted for the better Confirmation and Strengthening of thoſe antient Treaties continued unto this Day between the Royal Perſons of ſo many renowned Princes of thoſe two mighty Kingdoms of *England* and *Russia* ſucceſſively, whereby each has enjoyed the other's Friendſhip, to the ſingular Benefit of the Subjects of them both, the Flouriſhing, Welfare, Honour and Commodity of both which States, Kingdoms, and People, the ſaid renowned Princes now reigning do mutually deſire ſhould ever continue happy and entire from Violence, and Wrong of Enemies; it is by the free Conſent of both their renowned Majeſties agreed that this Alliance ſhall be underſtood not to diminiſh the Amity which their renowned Majeſties have at this Day N^o. 1808.

with any the mighty Princes, Free States and Seignories, their Adherents, Friends, and Confederates.

Nº. 1809. X. It is also agreed and accorded between the most renowned Princes that all such Privileges and Grants for Freedom of Trade and Commerce, as by Treaties have been given and granted to the *English* Merchants by his renowned Majesty of all *Russia* and his noble Progenitors, shall remain and stand in their full Force and Strength; and that by Virtue of this Alliance the Subjects of both the renowned Princes may freely and peaceably, without any Hindrance or Molestation, both by Land and Sea, and within the fresh Water Rivers of each other's Countries, use all kind of Traffic and Merchandize whatsoever, and may freely buy up and transport away all Manner of Jewels, precious Stones, and whatsoever else is fitting for both the renowned Princes Treasuries respectively, with as much Freedom and Liberty as if they were the Natives born of the self-same Country; provided that this Freedom of Trade and Commerce be understood, on the Part and Behalf of the Subjects of his renowned Majesty of *Great Britain*, for all such Merchants only, and none other, as are allowed to trade into the Dominions of *Russia* by the Licence and Leave of their Sovereign, the said renowned King of *Great Britain*, and according to the gracious Letters and Privileges granted to the *English* Merchants by his renowned Majesty of all *Russia*, and by his noble Father the Right Reverend Great Lord and Holy Patriarch *Feloret Nekitich* of *Mosco* and of all *Russia*, or by what other Letters or Privileges his renowned Majesty of all *Russia* and the holy Patriarch shall be pleased to enlarge unto them; and, on the Part and Behalf of the Subjects of his renowned Majesty of all *Russia*, for all and each of his Merchants, and none other, as shall be allowed to trade into the Dominions of *Great Britain* by the Licence and Leave of the said renowned Majesty of all *Russia*, and according to the gracious Privileges and Grants of both their renowned Majesties.

Nº. 1810. XI. And for that the renowned Princes in their own Persons do tenderly seek the strict Observation of this Alliance and League, and the Maintenance of Trade and Commerce in their several Kingdoms, which cannot but be indangered except that timely Providence be also used with the Subjects of them both; it is therefore ordained that such of their Subjects as shall presume to make their Recourse into the one or the other's Kingdom by way
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of Merchandizing, without the special Licence and Consent of their own sovereign King and Lord, or that will deny under their own Hand their Allegiance to their own Sovereign, shall be excluded from the Benefit and Protection of this Treaty: And such of the *English* Nation as shall be found in that Manner in the Kingdom of *Russia*, shall be presently apprehended, and together with their Goods delivered unto the Agent of his renowned Majesty of *Great Britain* at that Time residing in *Russia*; and such of the *Russia* Nation as shall be found in *England* shall in like Manner be delivered, with their Goods, into his renowned Majesty of all *Russia* his chief Merchants Hands at that Time residing in *England*.

XII. And if there happen any Matter of Difference, whether for Debt, Reckoning, or Trespass, or other Injury whatsoever, between the said renowned Princes Subjects and Merchants, in either of their Kingdoms, they shall cause true Justice to be ministered without Delay to the Merchants according to their Privileges, and to all other People according to the Laws of the Country. N^o. 1811.

XIII. In like Manner the said renowned Princes do lovingly promise that they will defend and protect, as well by themselves as by their Officers and People of Authority, in all Places of their Dominions, the Merchants and Subjects of each other from all Wrongs and Injuries that might any way be offered, as if they were Natives born of their own Country. N^o. 1812.

XIV. And if it happen in either of the said renowned Princes Dominions, that any of their Subjects by due course of Law be found guilty of any Crime deserving Death, the Party so offending shall not be put upon the Torture, nor punished with Death, but be kept in Prison till such Time as the said renowned Prince may have knowledge thereof, and according to the Answer given the Matter to be followed. N^o. 1813.

XV. And the said renowned Princes do religiously promise that the Merchants and other Subjects of both their Majesties, while they have Recourse to and from either of their Dominions, and do remain there upon their just Occasions, shall freely and quietly enjoy their own Religion and Faith, according to the Customs and Orders of their own Church; and that in Case of Conscience they shall no way be molested or injured. N^o. 1814.

XVI. The

- N^o. 1815. XVI. The Ambassadors, Messengers or Posts of both the said renowned Princes, which shall be sent unto the one or the other's Countries, upon any their princely Affairs, shall freely pass, without Lett or Interruption, both with their People and Goods whatsoever, according to the right Meaning of this Contract.
- N^o. 1816. XVII. Moreover if any the said renowned Princes have occasion to send their Ambassadors, Messengers, or Posts, through the Countries and Dominions of the other, unto and from *Germany, France, Spain, Denmark, Sweathland, and Netherland*, or unto and from *Persia, Turkey*, and other Parts of the East, which are not in open Hostility with either of their renowned Majesties; or if they shall happen, by any Casualty by Land or by Water, either in their going or returning, to receive in either of their Countries, they shall be suffered freely and peaceably to pass, with all their Goods and People whatsoever, to such Place as their Prince's Pass shall direct them; and with meet Convoy shall be safely conducted, both by Land and Water, through either of their Dominions, without the least forcible Detaining or Hindrance whatsoever.
- N^o. 1817. XVIII. And moreover also if the Ambassadors, Messengers, or Posts of the said renowned Princes, shall happen to die in the one or the other Dominions, whether going, returning, or passing through the same, his Friends, and People, and Goods whatsoever remaining, shall not only be preserved from Wrong and Injury, but suffered to pass away to their own Wills: And in Case the Party so deceasing shall have no Friend or Servant in the Place at the Time of his Death, the Goods remaining shall be safely laid up and sent unto the Friends of the Deceased.
- N^o. 1818. XIX. And if it happen that the Merchants or Subjects of the said renowned Princes shall suffer Wreck upon the Coasts, or within the Rivers, of the Dominions of either, whether by Casualty, Tempest, or other Misfortunes whatsoever, in such case the Goods saved shall be freely restored to the Owners, only allowing a reasonable Consideration to the People of the Country which shall be aiding and helping in the Recovery thereof.
- N^o. 1819. XX. The Merchants of the said renowned Princes, which shall come into the Dominions of the one or the other in Company with Ambassadors, Messengers, or Posts; or otherwise of themselves, whether with Goods or without Goods, provided
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it be not without Licence or Knowledge of their own Prince and Sovereign, they shall be well and gently treated, and their Goods reserved free to themselves, and so suffered to pass and depart away at their own Pleasure without the Molestation of any Power or Authority.

And for the greater Testimony, and more firm Assurance that the several Articles and Capitulations in this present Treaty shall be faithfully, firmly, and inviolably held and observed by the said renowned Princes themselves, and procured to be observed and kept by their Subjects and Inhabitants, his said renowned Majesty of *Great Britain* has subscribed this Contract with his own Hand, and sealed it with his Royal Seal: In like Manner his renowned Majesty of all *Russia* has given an Instrument or Contract of the same Tenor, and sealed it with the Great Seal of his Kingdom.

Given in the princely Palace of *Westminster* of his renowned Majesty of *Great Britain*, the 16th Day of *June*, anno Domini 1623, and in the One and twentieth Year of his said Majesty's Reign of *Great Britain*, *France*, and *Ireland*.

Treaty of Alliance concluded between Charles II. his Royal Majesty of Great Britain, and Charles XI. his Royal Majesty of Sweden, for the Confirmation of their Friendship, and for the mutual Security of their Dominions and Trade. Done at Whitehall October 21, 1661.

I. **I**N the first Place it is concluded and agreed, that hereafter there be and remain a good, sincere, firm and perpetual Peace, Friendship, Good-will and Correspondence; so that both Parties may carry it to each other with the sincerest Love and Affection. N^o. 1820.

II. The said Confederates and their Dominions, Subjects, People and Inhabitants, shall take care of and promote each other's Advantage, and shall also certify one another of any Dangers threatened, and Conspiracies and Machinations formed by the Enemies of either, and shall oppose and hinder them as far
far

far as lies in their Power: Nor shall it be lawful for either of the Confederates, by himself, or by any other Persons whomsoever, to negotiate or attempt any thing to the Hurt or Disadvantage of the other's Lands and Dominions whatsoever, any where, either by Land or Sea; nor shall he by any means protect the Enemies or Rebels to the Prejudice of the other Confederate, nor receive or admit into his Dominions any Rebel or Traitor, who shall make any Attempt against the Estate of the other; much less shall he afford them any Advice, Aid or Countenance, or suffer any Advice, Assistance or Favour to be given them by his Subjects, People and Inhabitants.

Nº. 1822. III. The said Kings and Kingdoms shall with all Candor and Diligence take all the Care possible, that the Impediments which have hitherto interrupted the Freedom of Navigation and Commerce, not only between both Nations, but also through the Dominions, Countries, Seas and Rivers of both, with other People and Nations, be removed. And they shall sincerely endeavour to assert, establish, defend and promote the aforesaid Freedom of Navigation and Commerce on both sides, against all Disturbers of it whomsoever, by the Methods agreed on in this Treaty, or by such as may hereafter be agreed on; and shall not suffer any thing to be done or committed contrary to this Treaty, either by themselves, or by their Subjects and People.

Nº. 1823. IV. It shall be free for both of the said Confederates, and their Inhabitants and Subjects, to enter by Land or Sea into the Kingdoms, Countries, Provinces, Territories, Islands, Cities, Villages, Towns walled or unwalled, fortified or unfortified, Harbours, Dominions or Jurisdictions whatsoever, freely and securely without any Licence of Safe-Conduct, general or special; and there to pass and repass, to reside therein, or to travel through the same, and in the mean time to buy Provisions and all Necessaries, and they shall be treated with all Manner of Civility. It shall be lawful also for both of the Confederates and the Subjects, Citizens and Inhabitants, to trade, traffick, and exercise Commerce in all Places wheresoever Commerce has been at any Time hitherto used, and in whatsoever Goods and Merchandize they please, provided they are not Contraband; and they shall have Leave to import and export them at Discretion, the due Customs being always paid, and the Laws and Ordinances of both Kingdoms, whether relating to Merchandize or any other Right, always

always observed. Which things being presupposed, the People, Subjects and Inhabitants of one of the Confederates shall have and hold in the Countries, Lands, Dominions and Kingdoms of the other, such full and ample Privileges, and as many Exemptions, Liberties, and Immunities, as any Foreigner whatsoever doth or shall enjoy in the said Dominions and Kingdoms on both Sides.

V. Neither the Merchants, Captains of Ships, Masters, Mariners, or other Persons whatsoever, nor the Ships or any Goods and Merchandize of either of the Confederates, or his Subjects or Inhabitants, shall in any public or private Name, by Virtue of any general or special Edict, be seized or laid under Embargo in any of the Countries, Harbours, Roads, Shores or Dominions whatsoever of the other Confederate, for the public Use, military Expeditions, or for any other Cause, much less for any one's private Use; nor be compelled by any manner of Violence, nor in any wise molested or injured. Provided only that such Embargoes as are agreeable to Law and Equity be not prohibited, if they are made according to the ordinary Forms of Law, not for the sake of indulging any one's private Resentment, and are indispensably necessary for the Administration of Right and Justice. N^o. 1824.

VI. But if one or more Ships of either of the Confederates, whether Ships of War or private Merchantmen, are drove by Storms, Pirates, Enemies, or other urgent Necessity, into the Harbours, Havens, or upon any of the Coasts whatsoever of the other Confederate, they shall be received courteously and with all Civility, and enjoy friendly Protection without being in any respect hindered from the Means of refitting entirely, and from purchasing whatsoever they want for their Provision, Repair and Conveniency, at the Market Price. Nor shall they on any Account be prohibited to depart in like Manner from such Port and Haven when they please, without paying the Duties and Customs; so long as nothing be done or committed contrary to the Statutes and Ordinances of the Place to which the said Ships shall be carried, or where they shall stay. N^o. 1825.

VII. For the like Reason, if any one or more Ships, public or private, of either of the Confederates, or his Subjects and Inhabitants, have run ashore, been cast away, or (which God forbid) suffered any Wreck, or Loss whatsoever, or shall suffer any

hereafter, the Sufferers shall be kindly and friendly relieved, and have such Assistance for a proper Premium, that whatsoever remains of the Wreck may be preserved and restored to the Owners and Proprietors; provided they or their Attorneys or Proctors lay claim to the said Ships and Goods within twelve Months after the Wreck happened; saving always the Laws and Customs of both Nations.

N^o. 1827. VIII. That if the Subjects and Inhabitants of either of the Confederates, whether they be Merchants with their Factors, Servants, Captains and Masters of Ships, Mariners, or whether they are Travellers or Residents in the Dominions of the other Confederate, or Agents in their Name in any Court of Justice, either for the Recovery of their Debts, or other lawful Reasons, if they want the Assistance of the Magistrates they shall have it with speed, and according to the Equity of the Cause, and Justice shall be administered without tedious and unnecessary Delays. They shall in no sort, nor under any Pretence be hindered, but find all the most friendly Offices in the Dispatch of their Affairs, in the Purchase and Sale of Goods, in the Payments to be made for them, and in performing their Journeys. It shall also be free for them on both Sides, as they pass and repass on the Shores, or to and from the Ships, Harbours, and public Places of either Confederate, to carry Arms in their own Defence; provided they do not give the Governors and Magistrates of any Place whatsoever, any just Suspicion that they are in a Plot against the Peace of the Public, or of private Persons. And whosoever behaves modestly shall in a special Manner be protected from all Injury, Violence and Trouble.

N^o. 1828. IX. It shall be lawful for the said Confederates, and the People and Subjects of both, to buy and export out of the respective Countries, Dominions and Kingdoms of either, all Manner of Arms and military Equipage, and safely and freely to carry their Ships to any Ports, Havens and Shores of either, there to stay, and thence to depart; provided they behave modestly, peaceably, and agreeably to the Laws and Customs of each Place, and do not in any respect hinder the Freedom of Commerce. In like Manner, Men of War and Guardships shall have free Access to the Ports, Havens or Rivers of the other Confederate; and it shall be free for them there to cast Anchor, stay,

stay, and to depart from thence without any Injury or Molestation, provided these Conditions are observed :

1. That the Squadron to be carried into the Harbours of the Confederate shall not exceed the Number of 5 or 6 Ships, without giving Notice thereof before-hand.

2. That the Commander of the Squadron, and Ships, shall without Delay exhibit his Letters of Safe-Conduct to the Governor or Magistrate of the Castle, Fort, City or Province, where-soever they arrive, and give Notice of the Reasons of his coming, and for what End, and how long he designs to stay in that Port or Haven.

3. That such Ships shall not come or stay nearer to those Ports than is convenient.

4. That the Mariners, Ship's Companies, and Soldiers, shall not go ashore in Bodies above 40 at a Time, nor in any Number that may give Suspicion.

5. That while they are there, they shall not do any Damage to any Person, not even to their Enemies; and above all, shall not stop or obstruct the Passage of any Merchant-Ships whatsoever into or out of the Harbour.

6. That they shall not go out of the Haven for the sake of infesting the Navigation of any Nation whatsoever.

7. That they shall in all respects live and behave modestly, and conformably to the Laws and Customs of every Place, and have special Regard to the reciprocal Friendship between the Confederates. If either of the Confederates shall think it advantageous or necessary, to enter the Ports of the other Confederate with a greater Number of Ships, and to enjoy the Conveniencies thereof, he shall signify the same to his Confederate two Months beforehand, during which Time the Ways and Means of admitting the same shall be settled; but if the Ships of either are drove into the Ports of the other for avoiding Tempests or Enemies, in such case the Reason of their Coming shall be notified to the Governor or chief Magistrate of the Place; nor shall they stay there longer than the Time granted by the Governor or chief Magistrate, a Regard being always had to the Laws and Conditions aforesaid in this Article.

X. It shall be lawful for any of the Subjects and Inhabitants of *Sweden* whatsoever, to travel in *England* and all the Dominions thereof, and to pass thro' the same by Land or Sea

N^o. 1629.

at pleasure, to any other Nations whatsoever, and to renew Commerce with them, and freely to traffick in all kinds of Merchandize, and the same to carry thither and export from thence; and the Subjects of the King of *Great Britain* shall enjoy the same Liberties in the Kingdoms, Dominions and Territories of the King of *Sweden*, on condition that the Laws, Ordinances and peculiar Prerogatives of every Nation relating to Commerce and Merchandize be observed on both sides.

Nº. 1830.

XI. Altho' the foregoing Articles of this Treaty, and the Laws of Friendship do forbid, that either of the Confederates shall give Aid and Supplies to the Enemies of the other, yet it is by no means to be understood, that that Confederate, with his Subjects and Inhabitants, who is not a Party in War, shall be denied the Liberty of Trade and Navigation with the Enemies of that Confederate who is involved in such War; provided only that no Goods call'd contraband, and especially Money, no Provisions, nor Arms, nor Bombs with their Fuses and other Appurtenances, no Fire-balls, Gun-powder, Matches, Cannon Balls, Spears, Swords, Lances, Pikes, Halberds, Guns, Mortars, Petards, Granadoes, Musket Rests, Bandaliers, Salt-petre, Muskets, Musket Bullets, Helmets, Head-pieces, Breast-plates, Coats of Mail, commonly call'd Cuirasses, and the like Kind of Arms, nor Soldiers, Horses with their Furniture, nor Pistols, Belts, or any other Instruments of War, nor Ships of War and Guard-ships, be carry'd to the Enemies of the other Confederate, on the Penalty of being made Prize without Hopes of Redemption, if they are seiz'd by the other Confederate. Nor shall either of the Confederates permit that the Rebels or Enemies of the other be assisted by the Endeavours of any of his Subjects, or that their Ships be sold, lent, or in any Manner made use of by the Enemies or Rebels of either, to his Disadvantage or Detriment. But it shall be lawful for either of the Confederates, and his People or Subjects, to trade with the Enemies of the other, and to carry them any Merchandize whatsoever (excepting what is above excepted) without any Impediment; provided they are not carried to those Ports or Places which are besieged by the other, in which Case they shall have free Leave either to sell their Goods to the Besiegers, or to repair with them to any other Port which is not besieged.

XII. For

XII. For the evading of all Suspicion and Collusion, lest the free Navigation or Intercourse of one of the Confederates and his Subjects and Inhabitants, by Land or Sea, with other Nations, while the other Confederate is at War, should be carry'd on to the Prejudice of the other Confederate, and lest the Enemies Goods and Merchandize should be concealed under the Disguise of the Goods of Friends, it is stipulated that all Ships, Carriages, Wares and Men belonging to the other of the Confederates, shall be furnished in their Journies and Voyages with Safe-Conducts, commonly call'd Passports and Certificates, such as are under-written, *verbatim*, signed and subscribed by the chief Magistrate of that Province and City, or by the chief Commissioners of the Customs and Tolls, and specifying the true Names of the Ships, Carriages, Goods and Masters of the Vessels, as also the exact Dates, together with other Descriptions of that Sort, as are express'd in the following Form of a Safe-Conduct and Certificate. Wherefore, if any Person shall affirm, upon the Oath by which he is bound to the King, State or City, that he has given in true Accounts, and be convicted on sufficient Proof that any Fraud has been conceal'd under his Affirmation by his Consent, he shall be severely punished as a Transgressor of the said Oath.

We N. N. Governor or chief Magistrate, or the Commissioners of the Duties and Customs of the City or Province of N. [the Title or Office of the respective Government of that Place being added] do make known and certify, that on the
Day of the Month of in the Year
of N. N. N. Citizens

and Inhabitants of N. and Subjects of his sacred Royal Majesty of Sweden, or of his sacred Royal Majesty of Great Britain, personally appear'd before us in the City or Town of N. in the Dominions of his sacred Royal Majesty of Sweden, or of his sacred Royal Majesty of Great Britain [as the Case shall happen] and declar'd to us upon the Oath by which they are related and bound to our most gracious Sovereign his sacred Royal Majesty of Sweden and to our City, or to his sacred Royal Majesty of Great Britain and to our City, that the Ship or Vessel call'd N. of about Lasts or Tons, belongs to the Port, City or Town of N. in the Dominions of N. and that
the

the said Ship does rightfully belong to him, or other Subjects of his sacred Royal Majesty of *Sweden*, or his sacred Royal Majesty of *Great Britain*; that she is bound directly from the Port of *N.* to the Port of *N.* laden with the following Merchandize, *viz.* [here shall be specified the Goods with their Quantity and Quality; for Example, about so many Chests or Bales, about so many Hogsheads, &c. according to the Quantity and Condition of the Goods] and affirm'd on the Oath aforesaid, that the said Goods and Merchandize belong only to the Subjects of his sacred Royal Majesty of *Sweden*, or of his sacred Royal Majesty of *Great Britain* [or expressing whatever other Nation they are Subjects of] and that *N. N. N.* declar'd upon their said Oath, that the said Goods above specified, and no others, are already put on board, or are to be put on board, the above-nam'd Ship for the said Voyage, and that no Part of those Goods belongs to any other Persons whatsoever but those above-mentioned; and that no Goods are disguis'd or conceal'd therein by any fictitious Name whatsoever, but that the Wares above-mention'd are truly and really put on board for the Use of the said Owners, and no others, and that the Captain of the said Ship, nam'd *N.* is a Citizen of the City of *N.* Therefore, whereas after strict Examination by us (the Governor or chief Magistrate, or Commissioners of the Duties and Customs of the City aforesaid) it fully appears, that the said Ship or Vessel, and the Goods on board the same, are free, and do truly and really belong to the Subjects of his sacred Royal Majesty of *Sweden*, or of his sacred Royal Majesty of *Great Britain*, or to the Inhabitants of other Nations as aforesaid, we do most humbly and earnestly require it of all and singular the Powers by Land and Sea, Kings, Princes, Republicks and free Cities, also of the Generals of Armies, Admirals, Commanders, Officers and Governors of Ports, and all others to whom the Custody of any Harbour or Sea is committed, which happen to meet this Ship in her Voyage, or if she chance to fall in among, or pass thro' their Squadrons, or to stay in their Harbours, that for the sake of the Treaties and Friendship which subsist respectively between them, or whoever are his Superiors, and his sacred Royal Majesty our most gracious Sovereign the King of *Sweden*, or his sacred Royal Majesty our most gracious Sovereign the King of *Great Britain*, that they will not only permit the
said

said Captain with the Ship *N.* and the Men, Goods and Merchandize to her belonging, to prosecute her Voyage freely without Lett and Molestation, but also, if he think fit to depart out of the said Harbour elsewhere, that they will shew all kind Offices to him, and his Ship, as a Subject of his sacred Royal Majesty of *Sweden*, or of his sacred Royal Majesty of *Great Britain*, as they shall in like Manner experience the same from his sacred Royal Majesty of *Sweden*, or from his sacred Royal Majesty of *Great Britain*, and from all his Ministers and Subjects in the like, or any other Case.

In Witness whereof we have taken Care that these Presents, sign'd by our own Hands, be seal'd with the Seal of our City.

Given, &c.

Therefore, when the Merchandize, Goods, Ships or Men of either of the Confederates and his Subjects and Inhabitants, shall meet, or be met in the open Sea, in Harbours, Havens, Countries, or other Places whatsoever, by Men of War or Privateers, or by the Subjects and Inhabitants, of the other Confederate, after producing only their Safe-Conducts and Certificates aforesaid, nothing further shall be demanded of them, no Inquiry whatsoever shall be made into the Goods, Ships, or Men, much less shall they be injur'd, damaged or molested, but shall be freely let go to prosecute their Voyage and Purpose. But if this solemn and stated Form of the Certificate be not produced, or there be any other just and urgent Cause of Suspicion, why this Ship ought to be search'd, which shall only be deem'd justifiable in this Case, and not otherwise, then if the Goods of the Enemy are found in the Ships of the Confederate, that Part only which belongs to the Enemy shall be made Prize, and the other which belongs to the Confederate shall be immediately restor'd. The same Thing shall also be observ'd, if the Goods of the other Confederate are found on board a Ship of the Enemy. If any thing be done by either Party contrary to the genuine Meaning of this Article, both of the Confederates shall take care that the severest Punishment, due to the most heinous Crimes, be inflicted on such of his Subjects and Inhabitants as are the Offenders, for their Contempt and Transgression of the Royal Commands; and that
plenary

plenary and immediate Satisfaction be made to the injur'd Confederate for all Loss and Expences, of which the most summary Proof shall be admitted by the other Confederate, or his Subjects and Inhabitants, without the intricate Quirks of the Law.

N^o. 1832. XIII. Neither of these Confederates shall suffer the Ships, Vessels, Goods and Merchandize of the other, or of his People or Subjects, which are taken at Sea or elsewhere, by Enemies or Rebels, to be brought into his Ports and Dominions, but shall publickly forbid any thing of that Kind to be done. And if any Ships, Vessels, Goods and Merchandize of either, or his People or Subjects taken at Sea, or elsewhere, shall be carried into the Ports or Countries of the other by an Enemy or Rebel of the Confederates, or either of them, such Confederate shall not suffer the same or any Part thereof to be sold in that Port, or any other Place in their Dominion; but shall take care that the Master of the Ship or Vessel so taken, as also the Mariners and Passengers, shall, as soon as they arrive, be immediately set at Liberty, together with as many of the Prisoners, Subjects of either Kingdom, as shall be brought thither; nor shall he permit the said Ship and Vessel to stay in that Harbour, but shall command the said Ship, with her Goods, Merchandize and Lading, immediately to leave the Port. Provided nevertheless, that nothing in this Article be turn'd to the Prejudice of the Alliances formerly entered into by either of the Confederates with other Nations; and where these Things do not interfere, the above Article shall remain in full Force.

N^o. 1833. XIV. If it shall also happen hereafter, while this Friendship and Alliance subsists, that any of the People and Subjects of either of the Confederates, does or endeavour any thing contrary to this Treaty, or any Part thereof, by Land, Sea, or in any Waters, this Friendship, Treaty and Covenant between the said Confederates, shall not on that Account be interrupted or dissolv'd, but shall nevertheless continue and remain intire. And those private Persons only shall suffer Punishment, who shall violate this Treaty; and they who receive Injury, shall have Right and Justice administer'd, and Satisfaction made to them for all their Loss and Injury, within twelve Months after the Demand of such Restitution. But if such Delinquents and Persons, guilty of the Violence committed, shall refuse to appear and submit to Justice, or to make Satisfaction within the Term aforesaid, whoever they are,

are, they shall be renounced as Enemies of both States, and their Substance, Goods and Possessions, what and how great soever they are, shall be forfeited and exposed to Sale, towards making full and just Satisfaction for the Injuries which they have committed; and the Offenders themselves, when they come into the Jurisdiction of either State, shall moreover suffer condign Punishment according to the Nature of the Crime.

XV. The present Treaty and Confederacy shall derogate nothing from any Preheminence, Law and Dominion whatsoever of either of the Confederates, in any of their Seas, Friths and Waters whatsoever; but they shall have and hold the same in as ample Manner as they have hitherto enjoyed them, and as to them of Right appertains. N°. 1834.

XVI. Whereas therefore it is the principal End of this Treaty, that such a Freedom of Navigation and Commerce, as is described in the foregoing Articles, may be and remain on both sides, to both the Confederates, their Subjects and Inhabitants in the *Baltick*, the *Sound*, the *Northern*, *Western*, *British* and *Mediterranean* Seas, and the *Channel*, and all the other Seas of *Europe*, both Sides shall sincerely contribute their joint Advice, Aid and Assistance, that the said mutual Freedom of Navigation and Commerce may be established and promoted in all the said Seas and Friths, and (if there be Occasion) that it be defended against all Disturbers, who shall offer to interrupt, prohibit, hinder or constrain it for their own Pleasure, and for the sake of injuring the Confederates: And both of the said Confederates shall, in the most courteous Manner, shew their Good-will and Readiness for promoting the Advantages, and lessening the Inconveniencies of the other Confederate; saving, nevertheless, those Treaties heretofore entered into by both Nations with other Kingdoms, Republicks and States, which shall subsist in full Force. But hereafter neither of the Confederates shall by any means enter into a Treaty, or make any Contract with other foreign Nations and People whatsoever, to the Prejudice of the present Treaty in any Respect, without the previous Knowledge and Consent of the other Confederate; and if any thing be otherwise stipulated hereafter with others, it shall be reckoned null and void, and altogether give place to this mutual Convention. N°. 1835.

XVII. And these things which we have agreed to, in the foregoing Articles, shall immediately from this Instant be in full

Force, and sincerely and duly observed by both Parties, and by all Persons who are engaged to either by Obedience, Duty and Allegiance. And to the end that the said Articles may be and remain the more stable and firm hereafter, they shall within the Space of six Months be signed, sealed and ratified by the Hands and Seals of our most gracious Sovereign his sacred Royal Majesty of *Sweden*, and his sacred Royal Majesty of *Great Britain*.

In Witness and Confirmation of all and singular the Premises, the present Treaty has been signed and sealed with the Hands and Seals of the Ambassador Extraordinary of his sacred Royal Majesty of *Sweden*, and also of his Envoy.

Done at *Whitehall*, *October* 21, 1661.

NICHOLAS BRAHE, (L. S.)

J. F. à FRISENDORFF, (L. S.)

N^o. 1837. **W**E therefore *Charles*, by the Grace of God King and Hereditary Prince of the *Swedes*, *Goths* and *Vandals*, Great Prince of *Finland*, &c. have commended, approved and ratified, as we do by these Presents commend, approve and ratify in the best Manner, the Articles above expressed and inserted in the Instrument of the Treaty, as made in pursuance of our Commands; promising on our Royal Word, and in the Name of ourselves and the Kings our Successors, and of our Kingdom, that we will inviolably, and *bona fide* observe and perform them, and that we will not suffer them to be violated in any measure, by our own Subjects or others whomsoever. In Witness whereof we have commanded these Presents, signed by our most honoured and most dear Mother, and by our other Guardians and Administrators respectively, to be sealed with our Great Seal.

Done at *Stockholm*, *Anno* 1661.

HEDGWIG ELEONORA, (L. S.)

A Treaty of Peace between *Great Britain* and *Sweden* was concluded the 11th of *April* 1654 (See it at large in *Corps Diplom.* Tom VI. P. ii. pag. 80) wherein the i, ii, iii, iv, v, vi, vii, ix, x, xi, xii, xiii, xiv, xvth Articles are comprehended in, and are *verbatim* the same with the Art. i, ii, iii, iv, v, vi, vii, ix, x, xi, xii, xiv, xv, and xvth of the above Treaty of 1661.

And farther a Treaty between *Great Britain* and *Sweden* was concluded the 11th *April* 1656 (*Corps Diplom.* Tom. VI. P. ii. pag. 125) wherein the ii, iii, iv, v, and vith Articles are comprehended in the ix, xi, xii, and xiii.

xiiith Articles of the above Treaty of 1661. And whatsoever of the Treaties of 1654, and 1656, made in *Cromwell's* Time, is not repeated in that of 1661, seems to be void by the other Articles contained in the latter: and even to this Day the Treaty of 1661 appears to be the only unaltered one subsisting between *England* and *Sweden*.

For although we find a Treaty concluded the 1st March 16⁶⁴/₆₅ (see it at large in *Corps Diplom.* Tom. VII.) it was to continue in Force but for ten Years;

And a Treaty concluded the 30th September 1674 (*Corps Diplom.* Tom. VII.) was to continue only for a farther Time of two Years.

A Treaty concluded the 13th January 1700 (*Corps Diplom.* Tom. VII.) was to continue for eighteen Years.

A Treaty concluded the 21st January 1720 (*Corps Diplom.* Tom. VIII. P. ii. pag. 18) was to continue for eighteen Years: all which seem to be determined.

In the *Corps Diplom.* Tom. VI. Appendix to P. ii. p. 83. stands a Treaty dated at *Stockholm* February 16, 16⁶⁶/₆₇, which the Compiler of the *Corps Diplom.* says is a Translation from a *Dutch* Copy. The Compiler of the Book printed in 1741 for the Information of our Captains of Men of War, takes it to be no more than an Extra^t made *ex parte*, by *Charles XI.* King of *Sweden*, of several Marine Articles in the two Marine Treaties of 1664-5 and 1661 between him and *Great Britain*, together with his Edi^ct for the due Observance of the same by his own Subjects: But *Aitsma*, Tom. XII. Pag. 407, says that the said Treaty between *Sweden* and *England* was communicated at the *Hague* the 6th February, signed in *Sweden* by *Hedewig Eleonora*, *Sered Baat*, *Lorens de Linde*, *Gustav Steenbock*, *Magnus Gabriel de la Gardie*, *Claudius Ralamle*. It seems probable therefore that it was sent from *Stockholm* to *London* to be exchanged, but we do not find any where that it has been reciprocally signed and sent on the side of *England*. We were at that Time in War with *Holland*, and the *Swedes* proposed their Ambassadors to act as Mediators; which certainly was a good Opportunity to obtain a Treaty to their own liking. In our Answer to the *Prussian Exposition* no other Treaty with *Sweden* is mentioned than that of the Year 1661.

Treaty of Alliance between Charles II. King of Great Britain, and Frederick III. King of Denmark, November 29, 1669.

I. IT is agreed that there shall be a sincere, true, and perfect Friendship, Peace, and Confederacy between the two most serene Kings, their Heirs and Successors; as also their Kingdoms, Principalities, Provinces, Territories, Counties, Islands, Cities, Subjects, and Vassals, of all Ranks, Dignities, and Degrees whatsoever; both now and for ever hereafter; as well by Land as by Sea, on Rivers, fresh Waters, and every where else, both in *Europe* and out of *Europe*; so that neither of the two Parties do,

N^o. 1838.

or suffer to be done by others, as much as in them lies, any Prejudice, Damage, or Injury to the Kingdoms, Principalities, Provinces and Territories, People and Subjects of the other; but rather cultivate mutually a sincere Friendship and Love, making the Utility and Cause of the Subjects on both sides their own, prohibiting and averting at all Times, and with all their Power, Damages, Offences, and Injuries either done or intended.

Nº. 1839. II. Neither of the said Kings or their Heirs, shall agree or consent to any thing prejudicial or hurtful to the other: And if either of the Kings shall happen to know that any Thing is done or proposed to be done or negotiated, that may tend to the Prejudice of the other, they shall be obliged to discover it to one another without Delay, and in the mean Time, as far as it is in their Power, to avert and hinder it.

Nº. 1840. III. The said Kings promise religiously, for themselves, their Heirs and Successors respectively, that they will never furnish the Enemies, who shall be Aggressors of either of them, with any military Supply, as Men, Arms, Machines, Guns, Ships, and other Necessaries for making War; nor permit their Subjects to furnish them therewith: And if any of the Subjects of either King presume to contravene these Articles, then the King whose Subjects they are shall be obliged to punish them very severely, as seditious Persons and Breakers of the Peace.

Nº. 1841. IV. It is moreover agreed and concluded, that if any Prince or State, at any Time hereafter, invade or attack in any wise, as an Enemy, the hereditary Kingdoms, Provinces, Countries, Towns, Islands, Territories or Dominions of the most serene King of *Denmark* and *Norway*, &c. which he now possesses; then the most serene King of *Great Britain* shall timely aid and assist the most serene King of *Denmark* and *Norway*, with such a Number of Land Forces and Men of War, against such an Aggressor, as shall be sufficient to repel such Force, or as the Circumstances of the Affairs of the said King shall require; and the most serene King of *Great Britain* shall be ready with all his Power to hinder, that by such an Invasion and Attack the most serene King of *Denmark* and *Norway* be deprived of any Part of his Kingdoms, Dominions or Rights. And if the said most serene King of *Denmark* shall contract or conclude any Treaty of Friendship, Confederacy, or Alliance, with any other Kings, Princes, Republicks or States whatsoever, he shall be obliged,

as far as in him lies, to comprehend his Confederate and his Dominions therein, if he desires to be therein comprehended.

V. It shall be free for the Subjects of both Kings to go to the Kingdoms and Provinces, Marts, Harbours, and Rivers of the other, both by Land and Sea, with their Merchandize, in Time of Peace, without any Licence or Safe-Conduct, general or special, and there to stay and traffick, as long as they pay the usual Customs, saving the Sovereignty and Right of both Kings in their respective Kingdoms, Provinces, Principalities and Territories. N^o. 1842.

VI. It is agreed and concluded, that the Subjects of the most serene King of *Great Britain* shall have no Access to such prohibited Ports or Colonies, as are mentioned in the former Treaties, without having first desired and obtained the special Leave of the King of *Denmark* and *Norway*; unless they are compelled thither by evident Danger at Sea, or Storms, or by the Pursuit of Pirates; in which case it shall by all means be lawful for them to put in there: As in like Manner the Subjects of the most serene King of *Denmark* and *Norway* shall not have any Access to the *British* Colonies, unless they have solicited and obtained the special Leave of the most serene King of *Great Britain*. N^o. 1843.

VII. The Subjects of the King of *Denmark* and *Norway* shall have Liberty to import into their Cellars and Warehouses in *England*, *Scotland*, *Ireland*, &c. and the other Ports in *Europe* belonging to the King of *Great Britain*, such Merchandizes, as the Countries, Provinces, and Dominions in obedience to the most serene King of *Denmark* and *Norway* now produce, or ever hereafter shall be able to produce, as also their Manufactures, and whatsoever comes from the River *Elb* in general. It shall in like manner be free for the Subjects of the King of *Great Britain* to carry and import into *Denmark*, *Norway*, and all other Ports and Colonies of the most serene King of *Denmark* and *Norway*, that are not prohibited, all Kinds of Merchandize, that are now, or ever hereafter shall be produced and manufactured in the Kingdoms, Provinces, and Dominions in Obedience to the most serene King of *Great Britain*. But if hereafter any other foreign Nations shall be permitted to introduce and import all Manner of Merchandize, without any Exception, into *England*, *Scotland* and *Ireland*, and other Ports belonging to the most serene King of *Great Britain*, the Subjects of his most serene N^o. 1844.

serene Majesty of *Denmark* and *Norway* shall have the same Liberty: Which in like Manner shall be lawful for the Subjects of the most serene King of *Great Britain* in all the Ports and Colonies of the most serene King of *Denmark* and *Norway*.

N^o. 1845. VIII. It is also agreed and concluded, that the People and Subjects of the King of *Great Britain*, who sail to any of the hereditary Kingdoms, Dominions and Territories of the King of *Denmark* and *Norway* whatsoever, or exercise Commerce in the same, shall not pay more or greater Customs, Tributes, Tolls, or other Duties, nor in any other Manner, than what the People of the *United Provinces* and other Foreigners (the *Swedes* only excepted) trading thither, and paying the Small Customs, do or shall pay; and they shall enjoy the same Liberties, Immunities, and Privileges, in going, returning, and staying, as also in fishing and trading, as the People of any foreign Nation whatsoever, residing and trafficking in the said Kingdoms and Dominions of the King of *Denmark* and *Norway*, do or shall enjoy: On the other Hand the People and Subjects of the King of *Denmark* and *Norway*, who sail to any Kingdoms, Territories or Dominions of the King of *Great Britain*, or exercise Commerce in the same, shall not pay more or greater Customs, Tributes, Tolls, or other Duties, nor in any other Manner, than what the People of the *United Provinces*, or other Foreigners trading thither and paying the small Customs, do or shall pay; and they shall enjoy the same Liberties, Immunities and Privileges in going, returning and staying, as also in fishing and trading, as the People of any foreign Nation whatsoever, residing and trafficking in the said Kingdoms and Dominions of the King of *England*, do or shall enjoy; provided nevertheless that the Sovereignty of both Kings in their respective Kingdoms, Countries, Dominions and Ports, of appointing or changing the Customs and any other Duties, as Occasion shall require, remain secure and inviolable, as long as the Equality abovementioned is observed on both Sides in Manner aforesaid.

N^o. 1846. IX. It is further agreed, that it shall be lawful and free for the Subjects of either of the Kings, after they have imported their Merchandizes into the Dominions of the other, and paid the usual Customs for the same, and undergone Visitation, to bring and lodge their said Merchandizes in Warehouses and Cellars,

lars of their own, or in such Places as they shall judge the most convenient and proper: And also that no Magistrate or Officers whatsoever, of any of the Cities or Ports belonging to either of the said Kings, shall put their Merchandizes in any other Warehouses, Cellars or other Places, without their Leave.

X. The Subjects of both Crowns exercising Commerce on the Sea, and coming near the Shores of either of the Kingdoms, shall not be obliged to enter any Port whatsoever, if their Course is not directed to it; but they shall have Liberty to prosecute their Voyage, without any Molestation or Hindrance whatsoever, to any Place: Neither shall they be obliged, if compelled by stress of Weather into any Port, and stay there, to unload, barter or sell their Merchandizes, but they shall have Liberty to dispose of the same as they please, or to do any Thing else, as they shall judge advantageous to their Affairs; provided only that nothing be done to the Prejudice of the Duties and Customs of either of the two Kings. No. 1847.

XI. It is also agreed, that Fir-trees, Masts, and all the other sorts of Timber, after they are once put on board the Ships of the Subjects or Inhabitants of the King of *Great Britain*, shall be subject to no farther Visitation, but all Visitation or Search shall be made beforehand; then, if there are found any Oak or other prohibited Timber, it shall be stopt on the Spot before it is put on board the Ship; nor shall either the Persons or the Goods of the People and Subjects of the said King of *Great Britain* be put under Arrest, or molested by any other Kind of Embargo, for that Cause: But only the Subjects of the King of *Denmark*, who shall presume to sell or alienate such sort of Timber, shall be duly punished for the Offence; and the People and Subjects of the King of *Great Britain* shall have, possess, and enjoy all and singular the Premises contained and granted in this Article, as long as any of the People of the *United-Provinces* of the *Low Countries* shall have, possess, enjoy, or ought, or are capable to have, possess, or enjoy the same, or the like Privileges, by Virtue of any Treaty whatsoever, that is already, or may hereafter be entered into, or pursuant to any Convention, Contract or Permission. No. 1848.

XII. It is also agreed and concluded, that all the Ships of the Subjects of the King of *Great Britain*, and Merchants, in their Passage through the *Sound*, shall enjoy the Benefit and Privilege No. 1849.

lege of the most serene King of *Denmark* and *Norway*, with respect to deferring of the Payment of the Customs till their Return, in the same Manner in which they have enjoyed it of late Years before the late War ; provided nevertheless, that the said Ships and Merchants bring Testimonials with them, under the Seal of the Officers of the said King of *Great Britain* deputed for this Purpose, certifying that the said Ships belong to the Subjects of the King of *Great Britain*, and that before they pass the *Sound*, they give sufficient Security for making the said Payment at the proper Place, to the Collectors of the Customs of the King of *Denmark* and *Norway*, at their Return, or within three Months at farthest, if they do not return, provided they have not paid the same in their said first Passage.

Nº. 1850.

XIII. It is also agreed, that the Subjects of the most serene King of *Great Britain*, on landing and putting up any of their Merchandizes at *Elfmere*, with no other Design than to put the same entire again on board their Ships and carrying them somewhere else, shall by no means pay any more or greater Customs for the same, than what the *Dutch* Nation or any other Foreigners do or shall pay in that Case ; which shall also in like Manner be observed in *England* towards the Subjects of the most serene King of *Denmark*.

Nº. 1851.

XIV. It is further agreed, that the Ships and Subjects of the King of *Great Britain* shall receive their Dispatches at *Elfmere* as soon as they arrive, without Delay, and without being postponed after any Ships of any Nation whatsoever in that respect, excepting the Inhabitants of certain Places, who have obtained such Privilege Time out of Mind, and still enjoy it.

Nº. 1852.

XV. If any of the Subjects of either King shall happen to die within the Dominions or Territories of the other, it shall be lawful for such Person to dispose of his Money, Substance and Goods whatsoever, in what Manner he pleases: And if any Person shall happen to die within the Kingdoms or Provinces of the other King, without having previously made such a Disposition, then the Goods which he left, moveable or immovable, of whatever Kind or Condition they shall be, shall be taken Care of faithfully, for the Use of the lawful Heirs of the Deceased, and to pay the Debts which the Deceased was actually bound to pay: And to that End, as soon as any Subjects of, either of the Kings shall die within the Dominions of the
other,

other, the Consul or publick Minister, that shall reside there at that Time, shall have a Right to possess such Money and Goods, and he shall make an Inventory of the said Things in the Presence of a Magistrate; which Things and Goods shall afterwards remain in his Custody, in order to answer for the same to the Heirs and Creditors, as is aforesaid: But in Case there should be no such Consul or publick Minister there, then it shall be lawful, that two Merchants, Countrymen to the Deceased, shall take, and keep in their Care the Goods which he left, in order to answer for them in like Manner to his Heirs and Creditors: Which however is so to be understood that no Papers or Books of Accounts shall be exposed by Virtue of this Article to the Inspection of the said Magistrate, but only the real Goods and Merchandizes of the Deceased: And the said Magistrate shall be obliged to be present within the Space of forty-eight Hours after Notice has been given to him and his Presence required; otherwise the said Inventories shall be made without his Presence.

XVI. It shall be lawful for either of the Confederates, and their Subjects, or People, to exercise Commerce with the Enemies of the other, and to furnish them with any Merchandizes whatsoever (excepting only Prohibited Goods commonly called Contraband) without any Hindrance whatsoever; provided they do not go to such Ports and Places as are besieged by the other Confederate; if they do, it shall nevertheless be free for them either to sell their Goods to the Besiegers, or to go to any other Port or Place whatsoever that is not besieged. N°. 1853.

XVII. It is further agreed, that the Subjects of either of the Kings, exercising Commerce in the Dominions or Ports of the other, shall have full Liberty to stay and reside there, and to buy foreign Merchandizes, or to sell their own, without any Restriction or Limitation of Time from any Officers or Magistrates of the said Dominions or Ports whatsoever; provided nevertheless that they pay there the usual Customs for all their Merchandizes which they shall import or export; and further that they do not exercise Commerce with any but the Citizens and Burghers of any City or Town within the Kingdoms of the King of *Denmark* and *Norway*, and that only in wholesale, or such Quantities of Merchandize as were at first imported, but not in Retail or by Pieces, as is usual in Shops. N°. 1854.

Nº. 1855. XVIII. Moreover, the more speedily to increase and promote Commerce on both sides, as also entirely to prevent all Frauds and Disputes that might arise between the Officers and Merchants, it is agreed and concluded, that all and singular the Customs shall be demanded and paid according to the Publick Tariff, wherein there shall be recorded all the Customs and Tolls, to be paid as well for the Merchandizes in the respective Ports, as for the Passage through the *Sound*; and for the more strict Observation of this, both Kings shall enjoin their Officers and Collectors of Customs, under the most severe Punishment, not to commit any thing contrary to this Convention, nor to cause any Trouble or Damage to the Subjects of either of the Kings, by any Molestation or Extortion whatsoever, above their Due.

Nº. 1856. XIX. It is further agreed, that the most serene King of *Denmark* shall appoint Inspectors of his Customs, or some other Commissaries, to measure all the Ships of the Subjects of the most serene King of *Great Britain* exercising Commerce in *Norway*, according to their Largeness and Proportion, so that whatever has not been hitherto duly observed concerning their Proportion, be regulated and put in better Order hereafter.

Nº. 1857. XX. And for the evading of all Collusion and Suspicion, lest such free Navigation or Intercourse of the Subjects and Inhabitants of either of the Confederates, by Land or Sea, with other Nations, while the other Confederate is at War, should be carried on to the Prejudice of the other Confederate, and lest the Enemies Merchandize and Goods should be concealed under the Disguise and Name of the Goods of Friends, it is stipulated that the Ships, Wares and Men belonging to the other of the Confederates, shall be furnished in their Journeys and Voyages with Letters of Safe-Conduct, commonly called Certificates, such as are underwritten in the Form following:

Charles II. *by the Grace of God King of Great Britain, France and Ireland, Defender of the Faith &c.*

Frederick II. *by the Grace of God King of Denmark, Norway, of the Vandals and Goths, Duke of Sleswick, Holstein, Stormarn and Ditmarse, Count of Oldenburg and Delmenorff &c.*

Be it known to all and singular Persons who shall see these our Letters of Passport, that our Subject and Citizen of our City of hath humbly represented to us, that the Ship called the of the Port of of the Burthen of Tons, doth appertain to him, and certain other of our Subjects, and that they are the sole Proprietors of the same, and that the said Ship is laden with certain Goods, a Particular whereof is contained in a Cocket, which has been made out by the Officers of our Customs, and is now on board the said Ship; and that the same belongs to our Subjects, or others having Interest therein, who are the Subjects of Neutral Powers; and that she is ready to depart from the Port of in order to proceed to some other Place or Places, where she may commodiously traffick with the said Goods, which are not contraband, nor appertaining to either of the Parties now engaged in War; or in order fairly to earn her Freight: All which having been attested by our said Subject by a Writing duly signed by him, and affirmed by Virtue of his Oath to be true, upon pain of Confiscation of the said Goods; we have thought proper to grant him these our Letters of Passport, and therefore we desire and request all Governors of Countries and Commanders at Sea, all Kings, Princes, States, and free Towns, and particularly the Parties now engaged in War, and their Commanders, Admirals, Generals, Officers, Governors of Ports, Commanders of Ships, Captains, Owners, and all others having any Command at Sea, or the Guard of any Port, whom the said Ships shall happen to meet with, or to fall in with any of their Fleets or Ships at Sea, or to arrive at any of their Ports; that, in Virtue of the Alliance and Amity which subsists between us and the King or State, they not only suffer the said Master with the Ship Men, Goods, and all Merchandizes which are on board her, to pursue his Voyage towards any Place whatsoever with full Liberty, without being any ways molested, hindered, or detained, but that they likewise shew him all kind Offices of Civility, as unto our Subject, if any Occasion should offer; which we and our Subjects shall be ready to acknowledge on the like or any other Occasion. Given this Day of in the Year

N^o. 1858.

N^o. 1859. **W**E the President, Consuls and Senators of the Town of _____ do attest and certify, that N. N. Citizen and Inhabitant of the City or Town of _____ on the _____ Day of _____ in the Year _____ came and appeared personally before us, and declared to us by Virtue of the Oath, by which he is bound to our sovereign Lord the King, that the Ship or Vessel named _____ of the Port of _____ of the Burthen of _____ Tons, belongs to the Port, City or Town of _____ in the Province of _____ and that the said Ships does really and truly appertain to him, and is now ready to depart directly from the Port of _____ laden with the Goods specified in the Cocket which he hath received from the Officers of the Customs, and that he hath affirmed upon his said Oath, that the abovementioned Ship, together with the Goods and Merchandizes with which she is laden, belonging to his said Majesty's Subjects only, and that she does not carry any prohibited Goods or Goods *appertaining to either of the Parties now engaged in War.*

Therefore, when the Merchandize, Goods, Ships, or Men of either of the Confederates, and his Subjects and Inhabitants, shall meet, or be met, in the open Sea, in Harbours, Havens, Stations, Countries, or other Places whatsoever, by Men of War or Privateers, or Men, Subjects and Inhabitants of the other Confederate, after producing only their Safe-Conducts aforesaid, nothing further shall be demanded of them, no Inquiry whatsoever shall be made into the Goods, Ships, or Men, much less shall they be injured, damaged, or molested, but shall be freely let go to prosecute their Voyage and Purpose: But if this solemn and stated Form of Safe-Conduct and Certificate be not produced, or if there be any other just and urgent Cause of Suspicion, then the Ship shall be searched; which shall however only in this case, and not otherwise, be lawful. If any thing be done by either Party contrary to the genuine Meaning of this Article, against either of the Confederates, then the other Confederate shall take care that the severest Punishments be inflicted on such of his Subjects and Inhabitants, as are the Offenders, and that plenary and immediate Satisfaction be made, without

out any Delay, to the other Confederate, or his Subjects and Inhabitants, for all Loss and Expences.

XXI. It is also agreed and concluded, that all the Ships of N^o. 1860. the King of *Great Britain* and his Subjects and Inhabitants, together with their Cargoes and Merchandize, which sail beyond the Fort of *Gluckstade*, or the other Places and Towns in the Dominion of the King of *Denmark*, situated on the Bank of the River *Elbe*, shall, both going and returning, be free and exempt from all Custom, Toll, Search, Detainer and Molestation, excepting only the Search in a Time of War, when the King of *Denmark* happens to be at War with any other King or State whatsoever.

XXII. If the Subjects of either King are hurt, injured, or N^o. 1861. damaged in the Territories of the other, then the King of that Place where the Injury is committed shall take care that Justice be speedily administered according to the Laws and Customs of the Country, and that those who have committed the Offence or Injury, shall have condign Punishment inflicted upon them, and make Reparation for the Damage sustained.

XXIII. It is also agreed, that no manner of Vessels, Ships, N^o. 1862. Goods or Merchandize on board any Ships, of whatsoever Nature, Kind, or Quality, that are taken in any wise, and belong to any of the Subjects whatsoever of either of the aforesaid Kings, shall be condemned as Prize under any Colour or Pretext whatsoever, but by judicial Examination and due Course of Law in the Court of Admiralty that is constituted lawfully in such Maritime Parts for such Maritime Causes.

XXIV. Both Parties shall cause Justice and Equity to be ad- N^o. 1863. ministered to the Subjects and People of each other, according to the Laws and Statutes of each Country, speedily, and without tedious and unnecessary Formalities and Expences, in all Causes and Controversies, whether those now depending, or such as may arise hereafter.

XXV. If the Ships, either Men of War or Merchant Ships, N^o. 1864. of either of the Confederates, their Subjects and Inhabitants, happen (which God forbid) to be stranded upon the Coasts of the other Party, or to be foundered, or split upon the Rocks, or by any other Misfortune to suffer or to be wrecked; the said Ships, with all their Rigging, Goods and Merchandize, or whatsoever shall remain thereof, shall be restored to their Owners and Proprietors,

priators, provided that they, or their Plenipotentiaries or Attorneys, claim the said Ships or Goods in a Year's Time after the Wreck, saving always the Laws and Customs of every Nation. And the Subjects and Inhabitants dwelling upon such Coasts and Shores shall be obliged to succour, and as far as it is in their Power to assist, those that are in Danger, and shall do their utmost either to free the Ship, or to recover the Goods, Merchandize and Ship's Rigging, and every thing else that they can, from the Wreck, and to carry the same to a safe Place, to the Intent that they may be restored to the Owners on Condition of their paying the Expences and Rewards, which they shall deserve by whose Labour and Diligence the Things and Goods shall be recovered and secured; and finally each Party shall take care to observe in this case the same that they would have observed and done in a like case by the other.

N°. 1865. XXVI. The Captains and Masters of Ships, Soldiers, Mariners, and Seamen, or the Ships themselves, as also the Merchandize and Goods on board the same, shall not be laid under Embargo or Arrest by Virtue of any general or special Edict, nor for any other Cause whatsoever, unless it be necessary for the Defence and Preservation of the respective Kingdoms: Which however shall not be understood of such Arrests as are made by Authority of the Laws on account of a Contract contrary to this Convention, or for any other Causes whatsoever, which shall be proceeded in according to the Forms of Law and Justice.

N°. 1866. XXVII. It shall be lawful for the Merchants on both sides, as also for their Factors and Servants, Captains and Mariners, as well going as returning, and travelling by Sea and other Waters, as also in the Havens, on the Shores, and in the Countries of either of the Confederates, to carry all Sorts of Weapons, as well offensive as defensive, for the Defence of themselves and Goods, provided they do not give the Governors and Magistrates of any Place whatsoever, any just Suspicion of a Plot against the Publick or Private Peace.

N°. 1867. XXVIII. The Men of War or Convoys of either Party, meeting or overtaking at Sea any Merchant-Ships or other Ships belonging to the other Confederate or his Subjects, holding the same Course or going the same Way, both in and out of *Europe*, shall be bound, as long as they keep one Course together, to protect and defend the same.

XXIX. For

XXIX. For the greater Security of Commerce and Freedom of Navigation it is agreed and concluded, that neither Party shall, if it be in their Power, permit common Pirates, or other Robbers of that sort, to harbour in any Ports of either Kingdom or Country; nor shall either suffer any of his Inhabitants or People to receive them under their Roof, to furnish them with Provisions, or to give them any Manner of Assistance; but on the contrary shall do his Endeavour, that the said Pirates and Robbers, and their Accomplices and Assistants, be apprehended, and punished as they deserve, and that the Ships and Goods, as much as can be found of the same, be restored to their right Owners or their Attorneys, on Condition that their Title appear fully proved in the Admiralty Court of Maritime Causes. N^o. 1868.

XXX. It is agreed and concluded, that there shall be always free Access for the Subjects and People of both Parties to the Harbours and Coasts of the other Confederate; and it shall be lawful for them to stay therein, and from thence to return and pass through all the Seas and Territories whatsoever of both Kings respectively (yet without doing any Damage or Prejudice) not only with Merchant-Ships and Vessels of Burden, but also with Men of War; whether they are Ships of the State, or such as are commissioned by private Persons; whether they are drove in by Strefs of Weather or for avoiding the Danger of the Sea; whether to repair their Ships or to buy Provisions; on Condition they do not exceed the Number of six Men of War, if they enter of their own Accord, nor stay longer in or about the Harbours than shall be needful for the Repair of the Ships, buying Provisions, or other Necessaries: And if upon Occasion they shall offer to go to such Ports with a greater Number of Men of War, it shall never be lawful for them so to do without timely Notice first given, by Letters, of their Arrival, and without Leave first obtained from those to whom the said Ports belong. But if by Strefs of Weather, or urgent Necessity, they are compelled to put into any Harbour, without any Sign or Notice preceding, in such Case the Ships shall not be restrained to any certain Number; on Condition nevertheless, that their Commander, immediately after their Arrival, do certify the chief Magistrate or Governor of the Place, Port, or Coast at which they arrive, of the Reason of his Coming; and that he stay there no longer, than he shall be permitted by the chief Magistrate or Governor, and do neither

N^o. 1869.

ther commit any Hostility in the Harbours which he entereth, nor do any thing to the Prejudice of that Confederate to whom they belong.

N°. 1870. XXXI. It shall not be lawful for the Subjects of either King, or the Inhabitants of the Kingdoms and Countries under their Obedience, to get Letters Patent, commonly called Commissions or Letters of Reprizal, from any Prince or State, with whom either of the Confederates is at Variance or in open War; much less by Virtue of those Letters to molest or damnify the Subjects of either Party; and each of the said Kings of *Great Britain* and *Denmark* shall strictly forbid their respective Subjects, to get or accept of any such Commissions from other Princes or States; and enjoin them to hinder, as much as in them lies, all Depredations that might be made by Virtue of such Commissions.

N°. 1871. XXXII. If any Ship or Ships belonging to the Subjects of either King be taken by a third Party in the Harbours of either, they, in whose Harbour or Jurisdiction the said Ships shall be taken, shall be obliged to endeavour with the other Party, that the said Ship or Ships be pursued, and brought back, and restored to their Owners; but all this shall be done at the Charges of the Owners, or whom it concerns.

N°. 1872. XXXIII. And if in the Ships taken from the Subjects of either of the Confederates and brought into any Harbour of the other, there shall be found any Mariners or other Persons who are Subjects of the Confederate in whose Harbours or Rivers the Prize shall arrive, they shall be kindly treated by their Captors, and forthwith set at Liberty, without any Ransom whatsoever.

N°. 1873. XXXIV. If it shall happen that a Man of War, or any other Ship laden with prohibited Goods, be taken by the other Crown, the Commanders who have taken the same, shall not have the Liberty to open or cut the Chests, Casks and Bales therein contained, nor to transport or alienate, in any wise whatsoever, any of the Goods, before they are landed, and an Inventory made in the Presence of Maritime Judges.

N°. 1874. XXXV. And the more to assure the Subjects of both Kings, that no Violence shall be offered to them by the said Men of War, all the Commanders of Ships of War belonging to the most serene King of *Great Britain*, and all others his Subjects whatsoever, shall earnestly be enjoined and charged not to molest or endamage the Subjects of the most serene King of *Denmark*; which

which, if they do, they shall be made answerable in their Persons and Goods for all Damages and Inconveniencies arising, or that shall arise therefrom, until due and just Satisfaction and Reparation be made : And in like Manner the Commanders of Men of War belonging to the most serene King of *Denmark*, and all others his Subjects whatsoever, shall earnestly be enjoined and charged, upon Pain of the like Punishments, not to molest or endamage the said Subjects of the King of *Great Britain* : It shall nevertheless be provided, that all the said Causes be duly examined and judged, in due Course of Law, by the Admiralty Court of both Kings ; or if the other Party, that is a Stranger in the Place where the Controversy is depending, shall rather chuse it, such Causes shall be examined by certain Commissaries appointed for that Purpose by both Kings as soon as implored ; so that in this Manner the Process may not only be carried on without too great Expences, but be decided within three Months at farthest.

XXXVI. Both Kings shall take Care that Judgment be given, and Sentence pronounced, about Goods that are taken at Sea, according to Justice and Equity, by such Persons as are not suspected of regarding their private Interests; and both Kings shall also order and command in their respective Places, that the Sentences pronounced by such Judges be duly executed according to their Form and Tenor. N^o. 1875.

XXXVII. Whenever it shall happen, that the Ambassadors of either of the Kings, or any other of their publick Ministers residing in the Court of the other King, shall complain of the Sentences which have been given, the King to whom the Complaint is made shall take Care that the said Judgments and Sentences be revised and examined in his Council, that it may appear, whether every thing that was necessary has been observed according to the Orders and Precautions prescribed in this Treaty ; and if the contrary has happened, that it may be remedied ; which shall be done within the Space of three Months at the farthest : Nevertheless, neither before the first Sentence is given, nor after it, during the Time of Revision, shall the Goods in Dispute be unladen, sold, or taken away, unless it be necessary to prevent the spoiling of the Goods. N^o. 1876.

XXXVIII. The said Kings are to have their respective Ministers at the Court of the other, and Consuls in certain Ports, N^o. 1877.

that it may be so much the easier to communicate and propose by the same, to each other, whatever shall be found convenient for the Publick and Private Advantage on both sides.

- N^o. 1878. XXXIX. No private Injury shall in any Measure invalidate this Treaty, nor excite any Odium or Difference between the said Nations, but every Person shall answer for his own Actions, nor shall either be suffered to revenge the Delinquency of the other by Reprizals, or other hateful Proceffes of that Sort, unless Justice be denied, or too long deferred, in which Case it shall be lawful for that King, whose Subject has sustained the Damage or Injury, to proceed by all Methods according to the Dictates and Prescriptions of the Law of Nations, till Reparation be made to the Person injured; provided nevertheless, that the other King be first duly acquainted therewith.

XL. It is furthermore agreed, that if the *Dutch*, or any other Nation whatsoever, the *Swedes* only excepted, have hitherto obtained, or shall hereafter obtain, from the King of *Denmark*, any better Articles, Conventions, or Privileges, than what are contained in this Treaty, the same or the like shall be communicated and effectually granted, freely and fully, to the King of *Great Britain*, and his Subjects: And on the contrary, that if the *Dutch*, or any other Nation whatsoever, shall obtain of the King of *Great Britain* any better Articles, Conventions, Exemptions, or Privileges whatsoever, than what are contained in this Treaty, the same or the like shall be communicated, and effectually, freely and fully granted to the King of *Denmark* and *Norway* and his Subjects.

- N^o. 1880. XLI. It is also agreed, that the former Treaties and Alliances between the said Confederates, or the Kings their Predecessors, as well for the Kingdoms of *Great Britain*, as for the hereditary Kingdoms of *Denmark* and *Norway* respectively, shall not on any Account be deemed as set aside or repealed by any Contracts, Conventions, Articles, or Heads contained in the present Treaty of Alliance; but that the same shall always remain in their former Force, Firmness and Vigour, as long as they are not contrary or repugnant to the present Treaty, or any of the Articles therein contained.

- N^o. 1881. XLII. Finally, it is covenanted, agreed and concluded, that the foresaid most serene Princes and Kings shall sincerely and *bona fide* observe all and singular the Heads in the present Treaty contained and established, and cause the same to be observed by their

their Subjects and Inhabitants, without contravening the same, or permitting their Subjects or Inhabitants to contravene the same, directly or indirectly; and they shall ratify and confirm all and singular the Articles above agreed on by Letters Patent, drawn in sufficient, valid, and effectual Form, signed with their own Hands, and sealed with their Great Seals; and shall *bona fide*, really and effectually deliver, or cause the same to be delivered reciprocally, within three Months after the Date of these Presents.

In Witness whereof, &c.

In the *Corps Diplom. Tom. VI. P. ii. pag. 346*, we find a *Treaty made between England and Denmark*, which in *Aitma* stands of the Year 1661, without any Day's Date, and so it is in the Book printed at *London*, in 1741, for the Information of our Captains of Men of War: But the Compiler of the *Corps Diplom.* informs us from a Book printed at *London*, it was signed the 13 February 16⁶/₆₁.

And as the Articles contained in this Treaty are much the same, and more explicitly expressed in the above of 1669, we thought it useless to recite them as they stood before. We take them to have been only provisionally agreed to, till in 1669 they were finally settled and we may therefore reckon the Articles of the former to be one and the same as those of the later Treaty in 1669, which is the only one quoted in our *Answer to the Prussian Exposition*.

In the *Corps Diplom. Tom. VI. P. ii. pag. 92*. stands a Treaty made September 15, 1654, between King *Frederick III.* and *Oliver Cromwell*; whereof the 1st, 2d, 13th, and 14th Articles are retained in the 1st, 5th, 29th and 30th of the Treaty 1669.

In the *Corps Diplom. Tom. V. P. ii. pag. 391.* and *Tom. VI. P. i. pag. 173.* a Treaty of the 19 April 1621, and a Renewal thereof on the 6th of April 1639, between *Great Britain* and *Denmark*; whereof the 1st, 13th, and 14th Articles are kept in the 1st, 5th, and 6th Articles of 1669; and the rest contain but what is comprehended and better explained in the last mentioned one. But after this there has been concluded

A Provisional Treaty between William III. King of Great Britain, Christian V. King of Denmark, and the State-General of the United-Provinces of the Netherlands, with regard to the Navigation and Commerce of their Subjects either to France, or any where else, signed at Copenhagen the 12th June 1691. And six Articles explaining the King of Denmark's Edict or Ordinance concerning the Navigation and Commerce of his Subjects to France, given at Copenhagen the December 1601. To which is added the said Ordinance, dated the 19th of May, 1691; as also the Form of Oaths to be taken by Proprietors of Ships and Goods, and Masters of Ships; the Form of Passports; and a Specification of Contraband Goods.

N^o. 1882. **W**HEREAS his Majesty the King of *Denmark* has thought proper to give an Edict or Declaration which his Subjects shall govern and conduct themselves by, relatively to their Trade and Commerce to *France*, and which he has communicated to their High Mightinesses by Mr. *Lentke* his Envoy extraordinary, to serve in Lieu of a Convention concerning the said Navigation and Commerce between their Majesties of *Denmark* and *England* and their High Mightinesses; it has been concluded and agreed by the Ministers of the said Powers, and with their Aprobation, that, to prevent all Disputes that might hereafter arise thereof, the said Edict or Ordinance shall be set in a clear Light, and explained by the six following Articles.

N^o. 1883. I. That the Subjects of the King of *England* and the *United Provinces* trading and navigating to the Kingdoms and Dominions of the King of *Denmark* and *Norway*, or through the *Sound*, into the *East-Sea*, or their Ships, Goods, or Effects, shall hereafter not be liable to be detained or seized, nor Reprizals be granted against them for any pretended Damages, unless the Formalities amply mentioned in the fourth Article of the Marine Treaty made and concluded at *Nimeguen* the 12th of *October* 1679, between his Majesty the King of *Sweden* and the States of the *United Provinces* of the *Netherlands*, be previously observed; and so *vice versa* with regard to the Subjects of his Majesty the King of *Denmark* in the Dominions of his Majesty the King of *Great Britain* and the *United Provinces*.

II. That

II. That moreover the abovesaid Edict or Ordinance to be made by his *Danish* Majesty, shall be amplified by a Specification of the Contraband Goods, the same not being yet in any preceding Treaties made between his Majesty and their High Mightinesses, and the *Danish* maintaining that this Article regards a Treaty of Commerce; therefore his said Majesty has been pleased to declare that the 13th Article of the Project delivered heretofore by the *Danish*, shall be observed for eight or nine Months, confiding that the said Treaty of Commerce will in that Time be brought to a Conclusion.

N^o. 1884.

III. That *Danish* Ships shall have no Enemy's Goods on Board, nor carry any from one *French* Harbour to another, but they shall be obliged, having taken in their Cargo, going and coming, to carry them direct from and to any Place under the Dominions of his *Danish* Majesty, so as it has heretofore been offered their High Mightinesses by his *Swedish* Majesty; and as the said Offer has not been known hitherto, his Majesty has been pleased to consent to the said Article *ad interim ut supra*, for the Time of eight or nine Months, in such a Manner however as no ways to prejudice the Navigation of his Subjects for Neutral Places.

N^o. 1885.

IV. That *Danish* Ships being met with by *English* Men of War or Privateers, either on the Coasts or in open Sea, the 20th Article of the said Marine Treaty between the *Swedish* Crown and the *United Provinces* shall be observed in every Respect.

N^o. 1886.

V. As for the maintaining a good Understanding between their *Danish* and *English* Majesties and their High Mightinesses, it is highly necessary to prevent all Arts and Frauds which are often committed to the great Prejudice of Trade by the Subjects of either Powers, by Naturalization, or obtaining the Burghers Freedom: His *Danish* Majesty has resolved that from hence forward he will issue out an Ordinance enjoining all Officers and Superiors that when a Foreigner applies for Naturalization or the Burghers Freedom, they shall not grant it before having his Oath that he will stay and inhabit at least for ten Years in the said Kingdom and Dominions with his Family; as it is free to his *British* Majesty and their High Mightinesses to oblige their Subjects on quitting their Dominions to what they think proper, to prevent Frauds, and Impositions.

N^o 1887.

VI. His

N^o. 1888. VI. His Majesty by these Presents obliges himself towards his *British* Majesty and their High Mightiness, not to suffer along his Coasts or in his Bays, Harbours or Rivers, any pirating or taking of Ships, and to defend and protect what Ships might be assailed; much less will he permit Ships so taken in his Rivers, to be admitted in his Harbours or Ports, or to be protected there; but in such case will take Care that those thus brought in be arrested, and the Offenders against this his Ordinance detained until they have given Satisfaction to his Majesty; and that the Ships taken be restored free of all Charges, and with Indemnification of all Losses to the Proprietors. Given at *Copenhagen* the $\frac{1}{3}$ ^o of *June* 1691.

We the underwritten oblige ourselves by these Presents, in the Name and by Order of his Majesty, that what is here above promised, shall be religiously executed; provided the 1st and 4th Articles be reciprocally executed by the King of *England* and the States General.

Signed C. G. Z. *Reventlow*. J. *Juell*. T. B. V. *Jessen*.

We the underwritten having seen and examined the above-mentioned Articles, and on what Conditions his *Danish* Majesty engages to observe them, do faithfully promise as above, that our high Principals will observe, and procure to be faithfully observed, the 1st and 4th Articles in Conformity to the 4th and 20th Articles of the *Swedish* Treaty.

N^o. 1889. I. That the Edict or Declaration of the said most serene and most powerful King of *Denmark* and *Norway*, mentioned in the 2^d Article of the Convention aforesaid, and dated the 19th of *May* last, shall be added *verbatim* at the End of these Presents; and lest any of the Subjects of the said King should pretend to be ignorant of the same, it shall be made known by special Mandate to the Magistrates of every Place, within the Space of twenty Days.

N^o. 1890. II. That the said Edict or Declaration shall be enlarged with a List of prohibited Goods, commonly called *Contraband*, in the same Manner as they are recited in Article xiii. of a Treaty formerly delivered by the Ministers of the most serene King of *Denmark* and *Norway*; and moreover liquid Pitch, commonly called *Tar*, shall be reckoned among *Contraband*.

III. Since

III. Since it is agreed in Article iii. of the said Convention, N^o. 1891. that it shall not be lawful for the Ships belonging to the Subjects of the most serene and most potent King of *Denmark* and *Norway*, to carry and transport any Goods belonging to the Enemies of the most serene and most puissant King of *Great Britain*, or the high and mighty *States General* of the *United Provinces*, from one *French* Port to another : It is further declared by these Presents, that the true and genuine Meaning of the said Article is, that it shall not be lawful for the said Ships to navigate or to go from one *French* Port to another, unless they are quite empty, or if it shall happen that they are unable to sell the whole Loading of the same in one Port ; for in this case it shall be free for them to navigate and transport the Remainder of their Loading to another Port in order to sell the same.

IV. That the further Meaning of the said 3d Article is, that the Ships belonging to the Subjects of the most serene and most puissant King of *Denmark* and *Norway* sailing to *France*, shall not be loaded in the Ports subject to the Jurisdiction of the *Roman Empire* or the Parts involved in the present War ; but they shall be obliged to sail and take their Course from such Ports of the most serene King of *Denmark* and *Norway*, as are not within the *Empire* ; or from the *Baltick Sea*, straightways to the intended Port of *France*, and back again ; neither shall they be allowed in any wise whatsoever, in going or returning, to come near the Shores of the said Countries, and to enter their Ports, unless they be forced thither by some evident Violence of a Storm ; and in this case, as they were not allowed to load there any Goods going to *France*, so likewise shall they not be allowed to unload there the Goods brought from *France* ; saving always the Commerce of the Subjects of the most serene and most puissant King of *Denmark* and *Norway* as well in the *Baltick Sea*, as in other Places not engaged in the present War : And it is everywhere to be understood that there is nothing at all agreed on by these Presents either to the Prejudice of this Commerce or the Imperial Mandates.

V. That the Oath obliging the said Subjects of the most serene King of *Denmark* and *Norway*, as also his Letters of Safe-Conduct, shall be conceived in the best and plainest Form possible, in order to prevent all Frauds and Equivocations contrary to the true and genuine Meaning of this Convention ; and that the
same

same Form of the Oath aforesaid be observed throughout all the Countries of the most serene King of *Denmark* and *Norway*.

N^o. 1894. VI. That the Men of War or Privateers of the Enemies of the most serene and most puissant King of *Great Britain*, and the high and mighty States General of the *United Provinces*, shall by no means be permitted to take, molest or attack in any Manner whatsoever, the Ships belonging to their Subjects, within Sight of the Lands of the most serene King of *Denmark* and *Norway*, much less in his Bays, Harbours or Rivers, or even in the open Sea, if the said Ships are bound to the Ports of the most serene King of *Denmark* and *Norway*, or returning from thence: Neither shall they be permitted to sell the said Ships or the Goods thereof, all or in Part, in whatever Manner they have been taken, in the Ports of the most serene King aforesaid: And if the said Men of War shall carry any Ship whatsoever, deserted by her Crew, into the said Ports, the Officers of that Place constituted by the most serene King of *Denmark* and *Norway* shall be obliged forthwith to seize the same, and to restore her together with her Cargo (which shall be preserved intire) as soon as possible, to the right Owners thereof; and the said Men of War or Privateers shall never have the Liberty to sail out of the said Ports belonging to the most serene King of *Denmark* and *Norway*, after any Ship or Fleet belonging to the Subjects of the most serene King of *Great Britain*, or the high and mighty States General of the *United Provinces*, have put to Sea, until 24 Hours are past: Neither shall they be permitted to weigh Anchor, or to send out their Boats after the Merchant Ships belonging to the Subjects of the most serene King of *Great Britain* and the States General of the *United Provinces*, if they shall espy them either coming, or going, or passing by, in order to pursue, take, or plunder the same.

N^o. 1895. VII. That all the Articles of the Convention aforesaid, as also the Elucidations and Amplifications thereof, shall be of equal Duration, and shall be deemed of equal Vigour all the Time. In Witness and Confirmation of all the Premises, the Ministers and Commissaries of the said most serene and most puissant King of *Denmark* and *Norway* have signed these Articles with their own Hands, and sealed them with their Seals. Which was done at *Copenhagen*, December 1691.

CHRISTIAN V. by the Grace of God King of *Denmark* N°. 1896.
and *Norway*, &c. whereas for some Time past we have been treating with the Crown of *England* and the States of the *United Provinces* of the *Netherlands*, how to avoid all Vexations and Intrigues which have been practised during this War in the Commerce by Sea ; on the one side by the *English* or *Dutch* Men of War and Privateers stopping and taking, under several Pretexs, our Subjects Ships which traded to *France* ; and on the other Hand, some of our Subjects abusing the Liberty of the Trade to *France* in carrying thither contraband Goods ; and even Strangers taking Advantage in our Subjects Names of the said Liberty of Trade :

Therefore in order to prevent these Vexations and underhanded Dealings, it has been at last agreed and concluded that as long as the War lasts, and the Trade with *France* is not generally free, we should on our side seriously command our Chancellors no more to expedite any Passports but to such Persons as shall previously have sworn that they really are our Subjects and Inhabitants of our Kingdoms and Dominions (excepting however our Provinces and Towns situated in the *Roman Empire*, to whom the Trade with *France* is expressly forbid in Virtue of the Avocatories of the *Empire* which have been published there) and that the Ship and Cargo belong only to our Subjects, and that Contraband Goods, such as are specified for such by our Treaties with the Crown of *England* and the *United Provinces*, are not on board : And that the Crown of *England* and the States of the *United Provinces*, on their side, will give Orders not only to let our Subjects navigate and trade freely and generally on exhibiting our Royal Passports, but that their Ministers residing here shall, free of Costs and without any Delay, grant to every Ship our Subjects send with Goods to *France*, Letters Patent, therein forbidding, in the Name of their Masters, all Commanders of Ships, Privateers or Commissioners any longer to stop, resist or impede any such Ship belonging to our Subjects and provided with our Passport, but to let her freely pass and repass in her Course. Wherefore our Will is that you shall not expedite and give us to sign any Passport but after the aforesaid Oath

shall have been taken in the Chancery, or before the Magistrate of the Place which the Person that solicites it, inhabits ; and if any body of whatsoever Condition should require a Passport without personally taking such an Oath, you are to refuse it, and you shall punish with Confiscation and Infamy, as Perjurers, all those acting contrary to their Oath. Given at our Residence of *Copenhagen* the 19th May 1691.

Specification of Contraband Goods.

Nº. 1897. **U**NDER Contraband Goods are understood all Sorts of artificial Fires, and things thereto belonging, Cannons, Muskets, Mortars, Petards, Bombs, Granadoes, Puddings, Torches, Carriages for Ordnance, Rests for Muskets, Bandeliers, Gun-Powder, Lead, Saltpetre, Balls, Pikes, Swords, Murrians, Cuirasses, Halberts, Darts, Horses, Gorgets, Belts, Sails, Cordage, Masts, Matches, Pitch, Tar, Hemp, and all what is of use in Equipping for Sea and Land, without comprehending therein any other Merchandize of what Nature so ever.

Here follows the Forms of the Oath, and Safe-Conduct as agreed in Article 5th.

Form of the Oath to be taken by the Owner of the Ship and Cargo, if he is only one.

Nº. 1898. **I** A. B. the true Subject of his sacred Royal Majesty of *Denmark* and *Norway*, and sworn Inhabitant (Officer) of the City of *Copenhagen*, do upon this my solemn Oath religiously and sincerely confess and promise all and singular the following :

Nº. 1899. I. That the Ship called *N. N.* carrying one hundred Lasts or thereabouts, does wholly and entirely belong to me alone, and not to any other Person whatsoever.

Nº. 1900. II. That I have surely resolved and am quite certain of it, that the Ship aforesaid now in the Port of *Copenhagen* (or elsewhere *N. N.*) is from thence to sail, under the Command of *N. N.* Inhabitant and sworn Citizen of the said City of *Copenhagen* (or elsewhere *N. N.*) as Captain, directly (to *Norway* and from thence) to *Bourdeaux* (or other Places) in *France* ; and from *Bourdeaux* (or other Places) directly to return to the said Port of *Copenhagen*, or any other Port belonging to the Territories of his sacred Royal Majesty of *Denmark* and *Norway* situate without the
German

German Empire; neither shall the said Ship, after sailing from *Denmark* or *Norway*, go to any other Place but *France*, until she be returned again from thence, unless she be forced perhaps so to do so, by Storm.

III. That I have neither now, directly or indirectly, made, nor ever hereafter shall make, during this Voyage, any Collusion or Contract with any Person, or Foreigner whatsoever, nor with any Citizen or Inhabitant of any Part in the Obedience of the *Roman Empire*, concerning the Property of the Ship aforesaid, or the Goods thereof, either in the Whole or in Part, to be transferred to any other Person whatsoever; nor even with any Subject of the most serene and most puissant King of *Denmark* and *Norway* whatsoever; unless the said Subject be before-hand bound by a like Oath to observe all the Articles of this present Oath, concerning the Goods to be so transferred to him. N°. 1901.

IV. That the Ship aforesaid is neither now, nor shall hereafter when the aforesaid Voyage is performed, with my Knowledge, or by my Order, Consent or Connivance, be laden, either in the Whole or in Part, with Contraband Goods that are prohibited by the Edict of his most sacred Majesty of *Denmark* and *Norway*, dated Day and Month; nor with any other Goods whatsoever, but such only as truly belong to me alone and to no other Person whatsoever, without any Fraud and Collusion; and the said Goods only, but none other whatsoever, shall be carried into *France* by the said Ship, or exported from thence. N°. 1902.

V. Neither shall she carry to *France* any Goods whatsoever, laden in Places belonging to the *Empire*, or in any other Places involved in the present War; nor shall any Goods once laden in *France* be unladen in another Port of *France*, nor in the Places of the *Empire* aforesaid, or such others as are engaged in the present War, if the said Ship in returning should happen to be forced thither by the Violence of a Storm. N°. 1903.

VI. That I have neither now granted, nor shall hereafter, during this Voyage, grant to the Captain aforesaid or any other Person whatsoever, any Order or Power to do in the least any thing contrary to any of the Articles aforesaid; nor shall I permit the like to be done by any Person with my Knowledge or Connivance. N°. 1904.

So help me God and his holy Word!

Form of the Oath to be taken by the Captain.

N^o. 1905. **I** N. N. Captain of the Ship abovementioned, being a true Subject of his sacred Royal Majesty of *Denmark* and *Norway*, and an Inhabitant and sworn Citizen of the City of *Copenhagen*, do upon this my solemn Oath religiously confess and promise, that there is neither now, to my Knowledge, nor shall hereafter with my Knowledge, by my Order, Connivance or Consent, either directly or indirectly, be done any thing contrary to any of the Articles aforesaid.

So help me God and his holy Word !

Form of the Oath to be taken by the Owners, if there are more than one.

N^o. 1906. **W**E whose Names are under-written, being true Subjects of his sacred Royal Majesty of *Denmark* and *Norway*, and Inhabitants and sworn Citizens (Officers) of the City of *Copenhagen*, do upon this our solemn Oath religiously and sincerely confess and promise all and singular the following :

N^o. 1907. I. That the Ship called *N. N.* carrying one hundred Lasts, does truly, wholly and entirely belong to us alone in Manner as follows ; to *A. B.* $\frac{1}{5}$, to *E. F.* $\frac{2}{5}$, to *G. H.* $\frac{4}{5}$ and to *I. K.* $\frac{2}{5}$.

N^o. 1908. II. That we have surely agreed among ourselves, that the Ship aforesaid, &c.

N^o. 1909. III. That none of us has now, either directly or indirectly, made, or shall hereafter, during this Voyage, make any Collusion or Contract with any Person, about transferring to him or any other Person whatsoever, any Portion of our said Ship or Cargo to be named afterwards.

N^o. 1910. IV. That the said Ship is neither now, nor shall hereafter, when the aforesaid Voyage shall be performed, with our Knowledge or Consent, or the Knowledge and Consent of any of us &c. but such as belong to us alone, without, &c. as follows, to *A. B.* 10 Lasts ; to *L. M.* 60 Lasts, and to *O. P.* 30 Lasts : which Goods alone, and none others, &c. [the rest as in the above Form, *mutatis mutandis* &c.]

Form

Form of the Safe-Conduct.

WE *Christian V. &c.* make known to all and every one, to whom this our Letter of Safe-Conduct shall be exhibited, testifying that our Subject *N. N.* Inhabitant and sworn Citizen (our Officer) of our Royal City of *Copenhagen*, has most humbly caused to be declared to us, that the Ship, whose Name is *N. N.* carrying Lafts, now in the Port of *Copenhagen* (or elfewhere *N. N.*) does truly belong to him alone, and is now only with his own Goods that are not prohibited by our Royal Edict, given in 1691, laden at *Copenhagen*, or elfewhere in our Kingdoms, as also in the *Baltick Sea*, or other Places not engaged in the present War (the Places to be specified) and neither laden nor to be laden with other Goods, going from the said Places directly to *Bourdeaux* (or other Places) in *France*; and will also return from thence directly to the Port of *Copenhagen* (or other Places) in our Territories without the *German Empire*, laden with no other Goods but his own; and that the said Voyage is to be performed under the Direction of *N. N.* Inhabitant and sworn Citizen of our said Royal City of *Copenhagen*, as Commander. All and singular these having been confirmed upon Oath made by our Subjects aforefaid before the Magistrate of *Copenhagen* (in our Chancery) we thought proper to protect the said Ship with this Letter of Safe-Conduct, &c. &c.

Nº. 1911.

We *Christian V. &c. (tot. tit.)* That our Subjects *A. B. E. F.* and some other Citizens and Inhabitants of our Royal City of *Copenhagen* (*N. N.*) have humbly caused to be declared to us, and having confirmed upon Oath before the Magistrate at *Copenhagen* (in Chancery) that the Ship, &c. does belong to them alone; and as also the Goods belong, *bona fide*, to them alone, &c. and the Goods from thence being their own &c. which as &c.

As the above Treaty of 1691, Art. iv (here Nº. 1886) mentions, that if any *Danish* Vessel shall happen to meet with any *English* Ships of War or Privateers, either upon the Coasts or in open Sea, in such Case the 20th Art. of the Marine Treaty concluded at *Nimwegen*, between the Crown of *Sweden* and the *States-General*, shall be observed between them, we shall here add the said Art. 20. which says: "If any *Swedish* Ships shall, either upon the Coasts, or in the open Sea, meet with any Ships of War or Privateers belonging to the *States-General* or their Subjects; in such Case the said
" Ships

Treaties of Commerce and Navigation

“ Ships of War shall, for avoiding of all Inconvenience, keep without Cannon-shot, and send their Boat to such Ship belonging to the *Swedish* Subjects and Inhabitants, and board her with two or three Men only, to whom the Master or Owner of such *Swedish* Ship shall shew his Passport as likewise his Sea Letters, the one to certify concerning the Loading, and the other of the Place of Habitation in the *Swedish* Dominions, as likewise the Name of the Master or Owner, and also of the Ship; whereby it may be known whether there be any Contraband Goods on board, and the Quality of the Ship and of the Master or Owner may sufficiently appear: To which Passports and Sea Letters entire Faith and Credit shall be given. ”

But it is to be observed that this Treaty of 1691 was only a Provisional one, agreed to at a Time when *England* and *Holland* did not suffer any Nation to trade at all with *France*, agreeable to their Notifications made in 1689 to all Courts (See our Vol. I. pag. 528.) It seems *Denmark*, being then an Ally of *England* and keeping a Body of Troops in *English* Pay (See the Treaty of 1689, *Corps Diplom.* Tom. VII. P. ii. pag. 237) was allowed, in the Year 1691, a direct Trade with *France* for such Goods only as could be of no bad Consequence; and accepted of those Restrictions, as the King of *Denmark* in his Edict (N^o. 1896.) himself expresses it, *to avoid all Vexations and Intrigues for as long the War with France might last*. Whence it follows in Course, that as soon as Peace was restored, this Treaty became void; and hence we find now no other Treaty whereby the *Danish* Concerns ought to be judged, than that of 1669. But we have thought proper to insert that of 1691. for the Remembrance of Merchants, and to shew how far the Bounds of Treaties in former Wars have been exceeded, and how far they then extended what should be Contraband (See N^o. 1897.)

After the last War we thought it somewhat extraordinary, that a Cargo of Brandy and Salt, laden on a *Danish* Ship bound from *Nantes* to *Dunkirk*, for Account of the Owner of the Ship having been condemned in the Commons, the Lords of Appeal should confirm Brandy and Salt bound to *Dunkirk*, which was not a besieged Place, to be Contraband, for this Reason only, because they were of Service to the *French* Army which lay encamped at no great Distance from it.

A Treaty of Amity and Commerce between Charles II. King of Great-Britain, &c. and the most serene Prince Charles Emanuel II. Duke of Savoy, concluded at Florence, the 19th of September 1669.

N^o. 1912. **T**HE convenient Situation of the Port of *Villafranca* on the *Mediterranean*, its Extent, and general Safety were the prevailing Motives which engaged his most serene Highness the Duke of *Savoy* to make and declare it free to every Body, thinking that it might in Time prove advantageous to the Public, and

and to his Royal Highness in particular. But so it is, the Vigour of Things, which the wisest Councils have established, by length of Time grows languishing, and subject to change: Therefore his Royal Highness has been pleased not only to confirm the free State and Condition of his Port; but, moreover, to offer it to his *Britannic* Majesty with additional new Privileges, and an Augmentation of inviolable Capitulations. Joined to those Motives the powerful and reciprocal Incitement of the abounding Fertility of the Soil, common in the Kingdoms and Colonies of his *British* Majesty, as also in the Dominions of his Royal Highness, which Superfluity being so properly and mutually transferred and communicated by reciprocal Products of each other's Territories, to the Advantage of the Subject, it was an easy Matter for both Princes, between whom subsisted long ago Tyes of an ancient Friendship, confirmed by reiterated Alliances for maintaining these Sentiments, and by the late Conjunction of Consanguinity, still to add thereto new Tyes of reciprocal Commerce, by which they might, with a View of benefiting their Subjects, oblige and engage themselves more and reciprocally to each other: For which End his most Excellent Majesty has been pleased by his Letters-Patent, sealed with the Great Seal of *England*, to constitute Sir *John Finch*, Knt. at present Resident for his Majesty of *Great Britain* at the grand Duke of *Tuscany's*, his true and legitime Plenipotentiary, as appears by his Letters-Patent: And for the same Design and Intention his Royal Highness has thought proper to give the same Power and Authority to Lord *Joseph Maurice Filippone*, his Counsellor, Auditor and Attorney General of his Revenues, as likewise appears by the Letters-Patent of his Royal Highness, which two Plenipotentiaries, after many Conferences, finally concluded what follows.

Articles agreed to:

I. As Commerce has at all Times been the Companion of Peace, this Peace, which for many Years past has not been interrupted, is now ratified, established, and confirmed between the most mighty Monarch *Charles II.* King of *Great Britain*, &c. and his Royal Highness *Charles Emanuel II.* Duke of *Savoy*, &c. whose Subjects on all Occasions are obliged to treat each other with reciprocal Civility and Affection.

II. All

- Nº. 1914. II. All Sorts of Vessels and Ships belonging to his *Britannic* Majesty, or to his Subjects, are to be free and at Liberty to bring into the Ports of *Villafranca*, *Nice*, or *St. Hospice*, any thing whatsoever, or any Sorts of Merchandize, either the Products of Nature or of Art ; and of any Part of the World whatsoever ; all which Things or Merchandize thus brought shall be freely unloaded, and carried by the Captains or Masters, or People of them depending, or by the Merchants or Factors Subjects of his Majesty, in the Houses of the said Merchants or Factors, or in Warehouses or Cellars out of their Houses in the said Ports, there to be kept as long as they please, without Confiscation, Imposition of Custom, or Exaction of any Duties whatsoever : and moreover that in Case those Things or Merchandize, or any Part thereof, should not be sold in the said Port, it is, and shall be permitted to the said Captains, Masters, Merchants or Factors, Subjects of his Majesty, to send freely all the said Things or any part thereof, by Sea, to what Place they please, without paying any Custom, Toll, or any Imposition whatsoever.
- Nº. 1915. III. That all and every Sorts of Goods and Merchandizes brought to *Nice*, *Villafranca*, or *St. Hospice*, which, being sold, shall be exported by Sea into the Territories of any Prince, shall always be, both with regard to the Seller and the Buyer, free of all Custom, Duties, or Impositions whatsoever ; but for those Goods and Merchandizes, which, after being sold in the said Place, shall be exported by Land into the Territories of any other Prince, it has been concluded and agreed that for the Space of ten Years, to begin from the Day of the Publication of this Treaty, the said Goods shall be free of all Customs, Duties, or Imposition whatsoever, for their Passage by Land, as well for the Seller as for the Buyer ; which ten Years being expired, if his Royal Highness does not chuse to continue that Liberty of Passage any longer in the Form and Manner abovementioned, in that Case, all the said Goods, after being sold to be transported by Land as aforesaid, shall only pay half of the Duty or Impost which is ordinarily levied for the Passage, according to the printed Tariff at the End of the Ordinance published the 30th of *October* 1637.
- Nº. 1916. IV. All sorts of Goods or Merchandizes, Products by Nature or Art of any of the Kingdoms of his Majesty, or any of his Colonies in the *West* or *East Indies*, or of any other Territories that

that now are, or hereafter shall be, under his Majesty's Obedience, may now and hereafter be sold freely by his Majesty's Subjects in the Extent of his Royal Highness's Dominions, without any Prohibition or Penalty, notwithstanding all Laws and Edicts to the Contrary; excepting however, and only, Salt, Tobacco, Gunpowder, Matches, Shot, Musquet-Balls, Whalebone, and Cards of all Kinds, it being usual to farm out the Permission of selling the Goods abovementioned to private People, exclusive of any other: Nevertheless it shall be permitted to the Subjects of his Majesty, in conformity to what is expressed in the second Article, to receive and keep in their Houses or Warehouses all the abovementioned prohibited Merchandizes, without paying any Duty or Toll, or incurring any Pain or Penalty. Moreover the Subjects of his Majesty may sell the said prohibited Goods to the Farmers thereof. But for all sorts of Merchandizes (excepting those which are prohibited and hereabove specified) which shall be entered and carried into the Ports of *Villafranca*, *Nice*, or *St. Hospice*, when exported from those Ports, to procure the Sale thereof in the Extent of his Royal Highness's Dominions, only he that exports them, either the Seller or the Buyer, shall only pay half of the Duty and Toll specified in the Tariff, the printed Copy of which, signed by his Royal Highness's Plenipotentiary, has been by him delivered to Sir *John Finch* Knt. Which Duty or Custom once paid, nothing else shall be paid throughout the Dominions of his Royal Highness, either by the Seller or Buyer of the said Goods and Merchandizes; expressly declaring that all Woollen Manufactures, or any Goods whatsoever which are not specified in the said Tariff, shall pay $1\frac{1}{2}$ *per Cent.* which is only half of Three *per Cent.* laid upon all Goods not mentioned in the said Tariff by the last Article, or the last Lines of the same: Which Duty or Impost being once paid, nothing else shall be paid, either by the Seller or Buyer, in the Extent of the Lands of his Royal Highness.

V. It is concluded and agreed that all sorts of Ships and Vessels belonging to his *Britannic* Majesty, or to his Subjects, which shall navigate from *England* or any Part under his Majesty's Obedience or belonging to his Majesty's Dominions not infected with the Plague, arriving at the Ports of *Nice*, *Villafranca*, and *St. Hospice*, with Certificates and Bills of Health, and not having during their Voyage had any Commerce with any Place or Per-

Nº. 1917.

sons suspected of being infected, are, and shall be free from performing Quarantine or observing any Days of Purgation whatever ; and all Persons on board those Ships shall be at Liberty to trade immediately in the said Ports ; and Goods come with the said Ships shall be directly landed and carried to the Houses or Warehouses of the Merchants Subjects of his Majesty. But if those Ships arrive without Certificate or Bill of Health, or should on their Voyage have conversed with Persons or have had any Dealing in any Place suspected to be infected with the Plague, then People and Goods shall be subject to Quarantine or Purgation ; but the Days of Quarantine or Purgation shall be lessened for People and Goods as much as the Care of the Publick's Health will admit of. And the Quality of the Goods subject to the Lazarette, or to be purged, as also the Expences thereof, may be seen with other Particulars in the Rates of Lazarette-Dues at the End of this Instrument ; which shall never be changed or altered without the Consent of the Consul, or the greater Part of the Merchants, residing in the said Ports.

N^o. 1918. VI. Bankrupts generally finding Protection and Shelter in those Ports called Free, even People sailing or breaking with others Property, the same Concern of his Majesty which protects the Good, leads him to punish the Wicked ; therefore for what regards his Majesty's Subjects it is concluded and agreed, that notwithstanding any Edicts published, his Majesty's Subjects shall be entirely deprived of such a Protection, generally called Safe-Conduct ; reserving for every Subject of his Majesty his proper Right : Of this Protection, or Safe-Conduct, shall also be deprived all Subjects of his Majesty committing any Crime whatever against his Majesty, likewise all Subjects of his Majesty guilty of Bartering, whether they be Masters of Ships, Mariners, or others ; which, as also all Pirates, Subjects of his Majesty, shall not be suffered to sell Goods or Merchandizes, or to pass Contracts for any, in the said Ports ; and it is further agreed in favour of his Majesty's Subjects that they shall entirely and fully enjoy all the Privileges, Safe-Conduct, or Protection promised and published in his Royal Highness's Edict, of a free Port, against all Strangers, as these shall enjoy the same against them.

N^o. 1919. VII. All the Subjects of his Majesty, that shall reside at *Nice*, *Villafranca*, or *St. Hospice*, there to carry on their Trade or otherwise, are declared exempted and freed of all Tributes, Taxes, or Levies of Money, that are or shall be imposed by his Royal Highness.

VIII. It

VIII. It is likewise declared that all Persons, Subjects of his Majesty, residing at *Nice*, *Villafranca*, or *St. Hospice*, shall not be exposed or subject to being arrested or imprisoned, nor their Effects seized or sequestred, for any civil Cause whatever, unless a Lawsuit preceded: But for criminal Causes punishable with Death or any bodily Pain, they shall be subject to Imprisonment without any Summons or Citation in Justice. N°. 1920.

IX. All Subjects of his *Britannic* Majesty residing in the said Ports shall be permitted to exercise their own Religion, after the same Manner as is permitted them at *Genoa* and *Leghorn*; and a convenient Burial-Place shall be assigned them for interring those that shall die in the said Places. N°. 1921.

X. As there is nothing that torments Men more than Law-suits, in which so much Time and Money is spent, more particularly by a Stranger who has no Knowledge of the Laws and Customs of the Land, for this Reason it is concluded and agreed between his *British* Majesty and his Royal Highness, that all Differences and Disputes arising between the Subjects of his Majesty, or between the said Subjects and any other Person not Subject of his Majesty, shall only be pleaded before a Judge called the Delegate for the *English* Nation, by whom only they shall be decided: Which Delegate shall always be chosen by his Majesty's Subjects residing at *Nice*, *Villafranca*, or *St. Hospice*; but shall be one of the Ministers of his Royal Highness established as Consuls of the Sea: Which Delegate thus chosen shall be continued as long as the National Electors shall think proper, tho' not longer than the Time limited by his Royal Highness for the Office of Consuls of the Sea. This Delegate being elected, the Nation shall present him to his Royal Highness, praying that by his Authority he may be established to exercise that Office; and being thus instituted, he shall determine briefly and expeditiously all the said Differences without the Formality of Law-suits, according to Reason, only regarding the Truth of the Fact: All which shall be done without any other Expence than that of the Writing. From this Sentence Appeals shall only be made to the Court of Consuls for the Sea established at *Nice*, in which the said Delegate is also to have Sitting as one of the Judges, and from this Court there shall be no Appeal. But if hereafter his Majesty's Subjects should grow too numerous in the said Ports (as it may be expected from the good Disposition

of the Laws) so as to make it inconvenient to decide Differences in the Manner prescribed, then with regard to Disputes arising between the Subjects of his Majesty only, the following Regulation for the definitive Decision of the same, from which there shall be no Appeal, shall be established between his Majesty and his Royal Highness, which Regulations shall begin to be in force whenever it shall be requested by his Majesty, *viz.*

The Subjects of his Majesty shall chuse out of the *English* Nation three Men, who for their Lives and Morals bear the Reputation of the greatest Integrity. These three Men shall most humbly intreat his Royal Highness to be pleased to nominate one of them, who with the Title of Delegate of his Royal Highness may exercise that Office, and who shall immediately be declared: And being thus constituted by his Authority, and having to that End obtained his Royal Highness's Letters, he shall, notwithstanding, not exercise his Office, unless he has previously taken an Oath before the National Delegate, or, he being absent, before any other Consul of the Sea residing at *Nice* for his Royal Highness. This done, any Difference arising, the Plaintiff and Defendant shall each chuse two Arbitrators, and declare and constitute them as such before the Delegate of his Royal Highness, before whom each of them shall swear that as much as lies in their Power, in good Conscience, and in Conformity to the best Rules of Justice, they will give their arbitrary Sentence justly and with Fidelity. After which Oath they may meet, but always in Presence of the said Delegate who shall have no Vote if the greater Part of the four Arbitrators agree; in which case their Decision shall be firm and lasting: But if the Votes of the Arbitrators are equal on both sides, than the Delegate of his Royal Highness, after having sworn before any Consul of the Sea at *Nice* the same as was sworn to by the Arbitrators, shall have a casting Voice, and his Decision be firm and valid. This Decision shall within one Month be sent to his Royal Highness, that by his Authority it may be put in force and executed. This Delegate of his Royal Highness shall also be obliged to keep Writings and Registers, he shall continue in his Office for three Years, and give an Account to his Successor of what has happened during his three Years.

XI. Any

XI. Any of his Majesty's Subjects dying in the said Ports without a Will, or, having made a Will, his Heir or Executor not residing in any of the said Ports, then the whole Nation shall meet to chuse some Person of good Life, Renown, and Credit, who, together with his Royal Highness's Delegate Subject of his Majesty, and the Consul of the Nation, shall take Care of the Deceased's Effects, so that none be stolen, but that they be kept for those to whom they belong by Law; which *Englishmen* so chosen by their Nation shall by the Tribunal of Consuls of the Sea at *Nice* be constituted and established Administrators of the Deceased's Effects to the Ends abovementioned; for which Purpose they shall have full Power to defend and demand whatever belonged to the deceased Person, and also to pay and acquit whatever shall lawfully appear to be due by the Deceased to any Body whatsoever.

N^o. 1923.

XII. All Mariners, Subjects of his Majesty, who, without Leave of their Captain or Master, shall retire and enter on board of some other Ship or Vessel, on Complaint being made thereof to the Officer of his Royal Highness at *Nice*, *Villafranca*, or *St. Hospice*, shall be taken out of the Ship that shall have received them, and returned to their first Captain or Master. If any Mariner leaves his Captain, or Master, and retires to any publick or private House in the said Ports, and be hid by the Inhabitant thereof, he shall be taken out of the same by Force, and the Master of the House condemned in the Penalty of twenty Dollars for every the like Offence. If any Mariner lye ashore in any private or publick House without a Permission in writing signed by his Officer, the Master of the House that harboured him, shall be fined ten Dollars.

N^o. 1924.

If any Mariner contracts a Debt with an Inhabitant of the said Ports, or runs in Debt to him further than for one Dollar, without Permission in writing of the Captain or Master, the Creditor shall lose his Right. But if any Mariner gets any Body, who is not a Mariner, to answer for his Debt, the Mariner shall not be detained for the Debt, but he that answered for him may.

N^o. 1925.

XIII. Whenever any Ships of War belonging to his *Britannic* Majesty shall enter into any of the said Ports, they shall be received there with the same Honours in all Points as any other Ships or Vessels belonging to any other Prince whatsoever; and, during the Time of the Continuance of any such Ships in the said

N^o. 1926.

said Ports, they shall not be refused any thing which shall be necessary or convenient for them, they paying a reasonable Price for the same; and with regard to Provisions, it shall be lawful for all Persons, employed in providing and furnishing Provisions for such Ships, to contract for the Purchase of all Things necessary and convenient for their Sustenance throughout his Royal Highness's Dominions, and to bring all Things so purchased into the said Ports, without paying any Duty, Custom, or Impeft whatever, but only paying the prime Cost for the same. And his Majesty's said Ships of War shall, during their Continuance in the said Ports, be protected and defended against any Person whatever, who shall offer to do them any Violence, or to commit Hostilities against them.

N^o. 1927. XIV. As in this Treaty of Commerce Mention is made of certain Books of Rates, one of which, printed the 10th of *December* 1651, contains the Tolls and Customs to be paid for all Sorts of Merchandizes sold in the Dominions of his Royal Highness; the second contains, at the End of the general Order for a free Port (of the 30th of *October* 1633) the Duties to be paid for the Passage by Land through the Dominions of his Royal Highness; and the third and last, signed by the Attorney of his Royal Highness, contains the Lazarette Duties, or the Charges and Duties to be paid for the purging the Goods that perform Quarantine; all which three Books of Rates shall be made agreeable to the Limitations and Restrictions contained in the preceding Articles: it is agreed that the said Books of Rates shall never be altered without the Consent of the Consul or the Majority of the *British* Merchants and Factors residing in the said Ports. It is further agreed that the said Merchants and Factors shall be speedily dispatched in the Places where Duties or Tolls must be paid, and that none of the said Subjects shall ever be liable to have his Accounts inspected into under pretence of Fraud. And if any Officer of his Royal Highness demands or receives any more, than what is limited by the Books of Rates and the above Articles, either by Way of Recompence, Gratuity, or any Pretext whatever, who thus exacted shall be imprisoned for three Months or more if his Royal Highness thinks proper, and shall pay three Times the Value thus by him exacted; Half of which Sums shall belong to his Royal Highness, and the other Half to the Informer.

XV. It

XV. It is finally agreed that all Immunities, Privileges, and Concessions, contained in the general Publication that has been made of a free Port, by his Royal Highness, and which are not mentioned or specified in the preceding Articles, shall be understood as expressly mentioned and contained in this present Instrument for the full and perfect Advantage of his *Britannic* Majesty's Subjects in all Dispositions and Intentions; and all Immunities, Privileges, or Advantages, which hereafter shall be granted to any other Kingdom or State whatsoever, all and every one of those Privileges, Immunities, and Advantages, are and shall be, as fully, and in all their Circumstances, allowed to the Subjects of his Majesty, as if they had been expressly granted by this Instrument. For the full and undoubted Confirmation of which, and of all the preceding Articles, the abovementioned Plenipotentiaries of his *Britannic* Majesty and of his Royal Highness, having diligently read and considered all the above fifteen Articles, they have signed and sealed them at *Florence* the 19th of *September* 1669.

John Finch. Joseph Maurice Filippone.

It is observable from the above Treaty that the Duke of *Savoy*, for encouraging Trade at *Nice*, *Villafranca*, and *St. Hospice*, even so early as the Date of that Treaty, allowed the *English* Nation almost the same Privileges that were published Anno 1749 in favour of all Nations, making them Free-Ports. But we do not distinctly know what Alterations have been made from Time to Time since the Expiration of the Ten Years, for which in the III^d Art. an entire Exemption of Duties was allowed. We have been informed that most of the Rules prescribed in the above Treaty were become obsolete, till they were renewed by this last Publication. They allow not now to the *English* Nation their own *Judge-delegate*, but they allow something which is better in favour of all Nations, and that is, In Case of any Disputes concerning Trade and Commerce, all Persons shall represent their own Causes before a Court of Commerce, without the Intervention of Lawyer and Attorneys, whereupon they are immediately determined absolutely.

It has been customary from ancient Time in the above Ports to exact a Duty of Two per Cent. *ad valorem* of the Cargoes of all Ships under 200 Tons Burthen, passing in the *Mediterranean* between *Terra firma* and the Islands of *Corfica* and *Sardinia*; for which Purpose, it seems, the King of *Sardinia* keeps an armed Boat to take and confiscate such Ships as will not voluntarily satisfy this Duty*.

But in order to encrease Trade in the above Ports, and bring Ships thither, the King of *Sardinia* in his late Publication of the said *Portes franques*, grants any Master of a Ship, who will put in, and tarry only for eight Days, exposing his Cargo to sale, free Liberty after such Time to depart with the whole

* The like Duty of Two per Cent. is exacted at *Monaco*; but only on Ships going from the *West* to the *East*.

Treaties of Commerce and Navigation

Cargo, or the Part remaining of it, without paying any Duty at all ; and even it is not necessary to unload, but only to put Samples into the Hands of Brokers, and to make known the Price at which he is willing to sell : which makes it easy enough to get free from thence without paying any thing.

As this Duty of two *per Cent.* is only exacted from Vessels under 200 Tons Burthen, it affects very little the *English* shipping ; nor seems it ever to have been intended for any other than the small Vessels employed in the Coasting Trade. If we have been rightly informed, this Duty was levied by Licence from the Pope, in old Times, to defray the Charge of keeping Gallies for the Defence of the Coasts against *Barbarians* : And it seems on these small Craft their Neighbours, the *French, Genoese, Majorcans, &c.* never have disputed it : Neither has it been refused for small Craft going from *Portmahon* and *Gibraltar*, since the *Spaniards* paid it, these being Conquests made by *England* from *Spain*. The paying of any thing for Vessels coming from *England* or our Colonies, has always been opposed : but the *English* Consul has been forced to give his Obligation to answer for its Payment, if it should afterwards be proved to be due from them.

In the Year 1753 the Chamber of Commerce at *Marseille*, who before that Time paid yearly 40000 Livres to be exempted from that Duty, compounded and paid once for all a Sum of 1200000 Livres tournois ; of which Sum they reimburse themselves by taking a certain Duty on Oils &c. which are continually coming from *Villafranca, Nice, &c.* to *Marseille*. An Enquiry was lately made, by one of the Secretaries of State, of the Merchants of *London*, whether it would be worth the while to offer any thing to be freed in like Manner from this Duty : But as it appeared by the best Information we could get, that if even the *English* were obliged to pay, it would not altogether, for the small Number of our Ships that are liable to it, amount Yearly to 100*l.* *Sterl.* we judged it not worth our while to make any Offer, nor the King of *Sardinia's* to insist upon any Thing for it.

Treaty of Commerce made and concluded between Mahomet IV. Sultan of the Turks, and Charles II. King of Great Britain, whereby the ancient Agreements made in the Reigns of Queen Elizabeth, and of King James I. and Charles I. are repeated and confirmed, Article by Article, with a considerable Addition. Dated at Adrianople, in the Middle of the Moon Gemaziel Akir 1068, which answers to the Month of Sept. 1675.

May the present Articles be observed conformably to my Imperial Command, and no Act be suffered to contravene them.

M A H O M E T.

THE Decree under the high and majestic Imperial Seal, preserved and exalted by the Divine Providence, whose Triumph and Glory are renowned throughout the World. I, who by the Favour of the Preserver of all things, and the Mercy and Grace of the Merciful, am the powerful Lord of the Lords of the World, whose Name is formidable upon the Earth, the Distributer of all the Crowns of the Universe, Sultan *Mahomet Han*, Son of the Sultan *Ibrahim Han*, Son of the Sultan *Achmet Han*, Son of the Sultan *Mahomet Han*, Son of the Sultan *Amurath Han*, Son of the Sultan *Selymus Han*, Son of the Sultan *Solyman Han*, Son of the Sultan *Selymus Han*. No. 1929.

To the Glorious among the great Princes of *Jesus*, rever'd by the high Potentates of the People of the *Messiah*, sole Director of the important Affairs of the *Nazarene* Nation, Lord of the Limits of Decency, and the Honour of Grandeur and Renown, *Charles*, II. King of *England* and *Scotland*, that is to say, of *Great Britain*, *France*, and *Ireland*, whose Designs and Undertakings may the Almighty bring to a happy and favourable Issue, with the Illumination of his holy Will.

The Queen of the said Kingdoms formerly sent several of her Gentlemen of Reputation and Persons of Quality, with Letters and Ships to this high Imperial Porte (which is the Refuge of the Princes of the World, and the Sanctuary of the Kings of the

whole Universe) in the happy Times of my Predecessors of famous Memory, who are now seated in Paradise, where Souls enjoy the fullest Share of Divine Mercy: which Gentlemen and Presents were agreeably received, declaring and proposing in the Name of the said Queen a good and firm Peace and perfect Friendship, and desiring that her Subjects might have the Liberty to come from *England* to our Ports: Our said Predecessors of happy Memory did at that Time grant their Imperial Permission, and put several Imperial and particular Passports into the Hands of the *English* Nation, to the end that they might safely and freely go and come into these Dominions, and that both going and coming, whether by Sea or Land, they might not be molested nor hindered. Afterwards, in the Life-time of our Great Grandfather Sultan *Mahmet Han* of famous Memory (to whose Soul we wish Divine Absolution) it being again desired, that the Merchandizing Subjects and their Interpreters might freely and securely come, traffick and trade throughout his Imperial Domains, and that the same Capitulations, and other Privileges and Imperial Passes, as those which had been granted to the Nations of the Kings and Princes who were in Peace and Amity with this Sublime Porte, particularly *France, Venice, Poland, &c.* might be also granted to the Subjects of the said Queen, and to all others that should come with the *English* Colours; in compliance with the said Request, the Imperial Capitulations and Privileges which follow, were granted and confirmed by our Predecessors of famous Memory, *viz.*

Nº. 1930. I. That the said Nations and the *English* Merchants, and all other Nations or Merchants that do or shall arrive under the Colours and Protection of *England*, with their Ships great and small, Merchandize, Effects, and all their other Estates, shall at all times sail securely in our Seas, and go and come with all manner of Safety and Freedom to all Parts within the Limits of our Imperial Dominions, in such manner that no Person whatsoever of that Nation, nor his Goods or Effects, shall receive any Molestation or Impediment from any Person whatsoever.

Nº. 1931. II. That the said Nation shall likewise safely and freely go and come by Land within the Limits of our Imperial Dominions, without any Injury, Molestation, or Impediment to the Persons, Cattle, Estates or Effects of the said Nation; but that on the contrary

trary, they shall at all Times traffick freely and securely where they please, in any Part of our Dominions.

III. If it happen, that any Persons of the said Nation, coming into our Dominions by Land, or passing into other Countries, be detained or stopped by any of our Ministers, such Persons shall be restored to their full and intire Liberty, and never more be molested in their Journies. N^o. 1932.

IV. All *English* Ships or Vessels, great or small, may at all Times come and enter into any Port or Harbour whatsoever of our Dominions, and set out from thence when they please, without being delayed or hindered by any Person whatsoever. N^o. 1933.

V. That if any Accident happen to any *English* Ship, great or small, from Danger at Sea, or any other Necessity, all the Ships, as well Imperial as those belonging to private Persons, which happen to be near at hand, and all other Ships that sail upon the Seas, and that shall be near at hand to succour them, shall be obliged to give them Aid and Assistance; and when they are entered into our Ports or Harbours, they may stay there as long as they please, buy all manner of Provisions there, and other Necessaries for their Money, and take in fresh Water, without any Trouble or Hindrance from any Person whatsoever. N^o. 1934.

VI. If any of their Ships, which happen to be stranded by Tempest, or damaged by any other Accident, be cast away upon the Coasts of our Dominions, all the Beg'erbeys, Cadis, Governors, Ministers, and other Persons that happen to be at hand to relieve them, shall be obliged to give them Aid and Assistance; and all the Goods and Merchandize that are saved, shall be restored to the *English*; and if they are informed, that any Part of their Goods and Merchandize is stole and carried away, our said Ministers shall make strict Search and Inquiry with all the Diligence possible, in order to find out and recover the said Goods and Merchandize, and to restore them to the *English*. N^o. 1935.

VII. The *English* Merchants, their Interpreters, Brokers, and all other Subjects of the said Nation, shall safely and freely come and go by Land or Sea, to all the Ports of our Dominions, and from thence depart when they please, in order to return to their own Country; and we forbid all our Beglerbeys, Ministers, Governors, and other Officers, the Captains of Ships, and all our Subjects or Slaves, to lay hand on their Persons or Estates, N^o. 1936.

Estater, or to do them any Wrong or Injury, under any Pretext whatsoever.

N°. 1937. VIII. If it happen that any *Englishman* absent himself, or fly the Country, or turn Bankrupt, either on account of his own Debts, or for having entered into Suretyship, the Creditor shall have no Redress but from the Debtor, and not from any other *Englishman*: And in case the Creditor has no Deed, or authentick Bail-Bond given by another *Englishman*, he shall not have any Demand upon any other *Englishman* for the Payment of what is due to him.

N°. 1938. IX. In all Causes, Affairs and Incidents that shall happen between the Merchants, Interpreters and Brokers, or Servants, and any other Persons whatsoever of the said Nation, that is to say, in giving or taken Sureties in the Matter of Debts or Credit, and in all other things which appertain to the Ministers of Law and Justice, the Parties may always in such Cases apply to the Cady, who is the Judge of the Law, and execute a Convention, or some authentick and publick Deed, in Presence of Witnesses; and after having caused it to be registered, may draw out an Abstract of it, to be kept by the Parties, to the end that if for the future any Difference or Pretension be started between the said Parties, they may both have recourse to the said Convention and Deed; and in case that the Pretension appear to be conformable to the Tenor of the Convention that shall be registred, it shall have its Effect agreeable to the Convention: But if the Suitor is not furnished with such publick Deed, and has it not ready to produce, and only exhibits partial Evidence that is trifling and lame, our Ministers shall shew no Regard to it, but act in pursuance of the authentick Deed registred.

N°. 1939. X. And if any Person within the Extent of our Dominions accuses any *Englishman* of having wronged him, and takes Occasion from thence to proceed against him *vi & armis*, or by partial Witnesses, our Ministers shall not hear them, nor admit of their Proofs, but the Ambassador or Consul of the *English* Nation shall be informed thereof, to the end that the Affair may be decided with his Participation, and in his Presence, and that the *English* may always have recourse to their Support and Protection.

N°. 1940. XI. If any *Englishman* who has committed any Offence, makes his Escape, or absents himself, no other *Englishman*, who

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was not Bail for him, shall be apprehended or molested on his Account.

XII. All *Englishmen*, or Subject of the Kingdom of *England*, N^o. 1941.
who are Slaves in any Part of our Dominions, or who shall be demanded by the Ambassador or Consul of the *English* Nation, shall, after due Examination of the Fact, if they appear to be true Subjects of *England*, be restored to Liberty, and delivered up to the *English* Ambassador or Consul.

XIII. All *English* and all other Subjects of the Crown of N^o. 1942.
England, that shall live and reside in our Dominions, whether they be married or unmarried, may trade, buy and sell there without being subject to any Tax, called the Harach or Poll-Tax.

XIV. The Ambassadors of *England* residing at *Aleppo*, *Alexandria*, *Tripoli* in *Syria*, or at *Tunis*, *Algier*, *Tripoli* in *Barbary*, or *Smyrna*, in the Ports of *Cairo*, or any other Part of our Dominions, may establish what Consuls they please, and likewise depose or change them, and appoint others in their Place, and not one of our Ministers shall oppose or refuse to accept them.

XV. In all Matters relating to Law and Justice between the N^o. 1944.
English Nation and any other Nation whatsoever, neither the Judges nor any other of our Ministers shall proceed and give Sentence in the Absence of their Interpreters.

XVI. In case of any Differences happening between themselves, the Determination thereof shall be left intirely to their N^o. 1945.
Ambassador or Consul, conformably to their Rights and their Laws, and our Ministers shall take no Cognizance of it.

XVII. Our Gallies, Ships, or other Vessels of our Empire, N^o. 1946.
which meet with any *English* Ships at Sea, shall not do, nor suffer the least Injury or Molestation to be done or given, nor stop them, nor claim nor demand any thing of them, but shall salute them, and shew a reciprocal Kindness to one another, without offering any Affront.

XVIII. All the particular Privileges and Agreements which N^o. 1947.
have in Time past been granted to the *French*, *Venetians*, or any other Christian Nation whatever whose King was in Peace and Friendship with the *Porte*, are given and granted in the same Manner to the *English* Nation, to the end that the Tenor of our present Imperial Treaty may at all Times hereafter be observed
by

by all manner of Persons, and that no Body may in any measure pretend, on any Colour whatsoever, to contravene or violate it.

Nº. 1948. XIX. If the Pirates or Corsairs of the *Levant*, who infest these Seas with their Frigates, have taken any *English* Ship, or stole and plundered their Merchandize and Effects; and moreover, if any have taken away the Goods of any *Englishman* by Force, in any part of our Dominions, our Ministers shall be obliged to use all possible Diligence to find out the guilty Person, and to punish them with Severity, and also to take care that all the Money, Ships and Merchandize, and every thing that has been taken from those of the *English* Nation, may be immediately, punctually and absolutely restored to them.

Nº. 1949. XX. All our Beglerbeys, Captains, Masters of Imperial Ships, and other particular Judges, Governors, Officers of the Customs, Farmers, and all our other Subjects and Slaves, shall at all Times obey and satisfy the Tenor of our present Conventions, confirmed by Oath; and shall with the utmost Respect cultivate the Friendship and good Correspondence established between the two Parties, and take special Care to do nothing that may be contrary to it. And so long as the said Queen of *England* shall in Peace, Friendship and Alliance shew herself firm, constant and sincere to us, conformably to the present Treaty of Friendship, and a hearty good Correspondence, we promise likewise on our Part reciprocally, that the present Peace, Friendship, Articles, Capitulations and Correspondence, in the Form above written, shall be maintained, observed and regarded for ever, and that no Person shall contravene or disobey any Part thereof. All which Articles of Peace and Friendship above declared have been concluded, signed, agreed to, and confirmed by an Imperial Capitulation by our Predecessors of happy Memory.

Since which Time his Majesty of *England*, *James*, who departed this Life in the Time of Sultan *Achmet Han*, our Grandfather of happy Memory, having sent Ambassadors to our Imperial Throne with Letters and Presents, which were very agreeable, and having desired that the Peace and Friendship already contracted, and the good Correspondence established with our Predecessors, and the Capitulations, Articles and Privileges above-mentioned, might be again ratified, and the said Peace and Friendship

ship renewed, desiring moreover, that some very necessary Articles might be added to the said Conventions; his Majesty's Desire being declared in the Imperial Presence of Sultan *Achmet Han*, our said Grandfather, it was immediately granted, and he expressly ordered and commanded, that the said Peace and Friendship might be renewed and corroborated, and that the ancient Conventions and Privileges might be confirmed, and that the new Articles desired might be added to and inserted in the Imperial Capitulations. Granting moreover to the *English* Nation all the other Articles and Privileges, which had been granted and inserted in all the other Capitulations made with other Nations, Potentates or Princes, who were in Peace and Friendship with the Imperial Porte; and by this Imperial Command he ordered, that all Persons should obey the said Imperial Commands, and that the Tenor thereof should be duly observed.

The following Articles were those which were at that Time granted and added to the Conventions.

XXI. That our Ministers shall not demand nor take of the said *English* Nation any Custom or other Duties for all the white Crowns or Sequins, which they or any Persons whatsoever carrying *English* Colours shall bring or transport from Place to Place, or export out of our Dominions; and that neither the Beglerbeys, Beys, Cadis, Treasurers, Masters of Mints, or others, shall take or demand of the said Nation, either Crowns or Sequins, to change them into little Aspers, nor commit any Violence against them, or give them any Trouble on that Account. N^o. 1950.

XXII. The *English* Nation, and all that come under the Colours of *England* with their Ships, great or small, may sail, traffick, buy, sell and live in all Parts of our Dominions; and excepting Fire-Arms, Gun-powder, and such other Merchandize, may put on board, and carry in their Ships, such of our Goods as they please, without any Trouble or Hindrance of any Person whatever; and their Ships and Vessels may freely come, and securely cast Anchor at all Times, and trade at all Times in all Parts of our Dominions, and there buy Provisions and all other things for their Money, without any Contradiction or Hindrance of any Person whatsoever. N^o. 1951.

XXIII. In case of any Law-suit or other Quarrel with any Persons of the said *English* Nation, neither the Cadis, nor any other of our Ministers of Justice shall hear or decide the Cause, unless N^o. 1952.

unless the Ambassador, Consul, or Drogerman of the said Nation be on the Spot.

N. 1953. XXIV. All Differences or Law-suits which shall happen with the said Nation, exceeding the Value of 4000 Aspers, shall be always heard and decided at our Imperial Porte.

N. 1954. XXXV. When Consuls or Residents of the *English* Nation are once established in any Port whatsoever of our Dominions, by the Ambassador who shall reside there for the said Nation, our Ministers shall not have Power to commit them to Prison, nor to seal up their Houses, nor to send them away, nor to dispose of their Offices and Functions: But in case of any Difference or Law-suit with the Consul, a Certificate shall be drawn up, and addressed to the Imperial Court, to the end that the Ambassador may protect him, and be answerable for him.

N. 1955. XXVI. If any *Englishman*, or other Person that comes with *English* Colours, happen to die in our Dominions, our Treasurers of the casual Revenues, our Cadis and other Ministers, shall not seize their Goods or Effects or any other things appertaining to them, or any Part thereof, under Pretence that they are the Effects of one deceased, and that there is no body to own them; but they shall always be consigned over to, and deposited in the Hands of such *English* Person, as the Deceased shall appoint by his Will to take care of them: And in case that he die intestate, the *English* Consul shall take care of his Goods and Effects; and in case there be no Consul at the Place where he dies, the *English* Resident shall take Possession of them; and if there be no Consul, nor any other *English* Man on the Spot, in that case the said Goods and Effects shall be committed to the Custody of the Cadi of the said Place, and after the Ambassador of *England* has had Notice of it by the Care of the Cadi, the said Cadi shall be obliged to put all the said Goods and Effects into the Hands of such Persons as the Ambassador shall send with a Commission to receive them.

N. 1956. XXVII. All the present Privileges and other Liberties granted to the *English* Nation, and to such as come under their Protection, by divers Imperial Mandates, both before and after the Date of the present Imperial Capitulations, shall be always maintained and preserved, and be always understood and interpreted in favour of the *English* Nation, conformably to the Tenor and true Construction of them.

XXVII. That

XXVIII. That in case of Mortality, neither the Officer who is called the Cassam, or Collector of the Cadi's Customs, nor the Cadi himself, shall take or demand from the *English* any kind of Tenths, Casimets or Duties, of the Division. No. 1957.

XXIX. The Ambassador of the King of *England*, or the Consul residing in our Dominions, may take into their Service what Janizary or Interpreter they please, at their own Choice and Expence; but no Janizary or other Person of our Slaves shall enter into their Service against his Will and Consent. No. 1958.

XXX. The Ambassador of the King of *England*, the Consul, and all other Subjects of the *English* Nation dwelling in our Empire, shall not be molested or hindered by any of our Ministers, Cadis or Janizaries, on account of any Must or Wine which they make in their own Houses for the Use of their Persons and Families; nor shall any Money or Duties be demanded of them, or any Hindrance given them for the Enjoyment of that Liberty. No. 1959.

XXXI. After the *English* Merchants have paid the Customs at the Ports of *Constantinople*, *Aleppo*, *Alexandria*, *Scio*, *Smyrna*, and other Places of our Dominions, pursuant to the Tenor of the Imperial Capitulations, no body shall trouble or molest them, nor take any thing more from them; and whatever Merchandize is brought into our Dominions on board their Ships, and put ashore at any Port whatsoever, in case that they desire to reimbarck it on board the same Ships, to transport it to any other Harbour or Port; when the said Merchandize is arrived and landed at such Port or Harbour, neither the Officers of the Customs nor the Farmers, nor any other of our Officers, shall again receive or claim the Customs for the said Merchandize, to the end that the said Nation may at all times traffick, and carry on their Affairs with all Manner of Freedom and Security. No. 1960.

XXXII. That not so much as an Asper or any other Money shall be demanded of any *English*, or of such as trade under *English* Colours, on account of the Impost called Hassapick, or a Composition for the Janizary's Meat.

XXXIII. There having been a Difference formerly between the Ambassador of the Queen of *England* and the Ambassador of *France*, both residing at our Porte, concerning the Merchants of the *Dutch* Nation, which Ambassadors presented their Requests to our Imperial Porte, praying that the said *Dutch* Mer-

No. 1961.

chants arriving in our Dominions might be obliged to come thither under the Colours of the said Kingdoms, which Request of the said Ambassadors was granted under our Imperial Seal; and nevertheless, *Sinan Bassa*, Son of *Cigala*, an Officer of the Navy lately deceased, who was an Admiral, and well skilled in maritime Affairs, having informed his Imperial Majesty, that it was proper and convenient that the *Dutch* Nation should be put under the Protection of the Ambassador of *England*, and that this should be accordingly inserted in their Conventions, his Opinion was approved by all the Viziers, and he was commanded by an express Order, and the Imperial Authority, that the *Dutch* Merchants of the Provinces of *Holland*, *Zealand*, *Frizeland*, and *Guelderland*, that is to say, the Merchants of those four Provinces trading to our Dominions, should always come thither under the Colours of the Queen of *England*, as all the *English* did; and that as for all Commodities and Merchandize which they brought on board their Ships to our Dominions, or exported from thence, they should pay the Consul's Duties, and all the other Duties to the Ambassador or Consul of the Queen of *England*; and that neither the Ambassador of *France*, nor the Consul of the *French* Nation, should ever interfere for the future in that Affair: And it was commanded that this should be executed and observed hereafter agreeable to the present Capitulation.

After this, another Ambassador sent from the King of *England*, arriving at the Sublime Porte with Letters and Presents, which were very agreeable, the Ambassador desired that some other necessary Articles might be added to and inserted in the Imperial Capitulations; the first of which was, that as heretofore in the Life of Sultan *Soliman Han*, one of our Predecessors of famous Memory, there was a certain Capitulation and a certain Privilege granted, importing that the Merchants of *Spain*, *Portugal*, *Ancona*, *Seville*, *Florence*, *Catalonia*, and all sorts of *Dutch* and other foreign Merchants, might with all manner of Security go and come to all Parts of our Dominions, and there traffick and trade, granting them Leave moreover to establish Consuls in any Part of our Empire whatsoever; but that as such Nation singly was not capable to defray the Expences and Maintainance of a Consul, it might be left to their Choice and free Will to come under the Colours of any Ambaf-
fador

fador or Consul of a King that should be in Peace and Amity with our Sublime Porte. Upon this Concession, and upon the other Privileges which were given to them, Orders and Commissions were frequently granted to them, at the Request of the foreign Merchants, who of their own Motion and good Pleasure chose to trade under the Colours and Protection of the Ambassador and Consul of the King of *England*; and during the Time that they had recourse to the Colours and Protection of the *English* Consuls in our Ports and Harbours, it seemed that the Ambassador of *France* having found an Opportunity to cause it to be reinserted in the Capitulations, that the said foreign Merchants should come under their Flag, attempted to oblige them in all the Harbours to put themselves under their Protection; for which Cause the Dispute was again renewed, and referred to our Divan or Grand Council, who having duly examined the Affair, after the said Merchants were permitted to make a new Choice and Election according to their Will and Pleasure, did again demand that they should be and remain under the Protection of the Ambassador of the King of *England*: And tho' it was declared at the Imperial Porte, that the Ambassador of *France* had not so much as offered to molest the said Merchants, or to compel them to put themselves under their Protection, the first Article of the *French* Conventions importing, that foreign Merchants should come under Protection, was by the Imperial Command declared void, and annulled; and to the end that, according to the ancient Custom of the said foreign Merchants, they might always come under the Flag and Protection of the Ambassador or Consuls of *England*, and that they might never hereafter be molested or disturbed by the Ambassador of *France* on this Head, the said Ambassadors of his Majesty of *England* having desired, that the said Circumstance might be written and inserted in this new Imperial Capitulation, this present Article was consequently inserted in it; and it is enjoined by the Imperial Authority, that hereafter and for ever the Merchants of the said Princes shall be always under the Flag and Protection of the Ambassador and Consuls of *England*, in the Form above-mentioned, and agreeably to the present Imperial Order, which shall be put into their Hands.

XXXIV. There shall never be any Imperial Mandates given or granted contrary to the Tenor and Articles of the present

Nº. 1962.

Imperial Command, nor to the Prejudice of our present Treaty of Peace and Friendship; but on such Occasions the Cause shall first of all be communicated to the Ambassador of *England* residing at the Porte, to the end that he may declare against and oppose every unwarrantable Action, or other Pretext which might violate the Peace and Alliance.

Nº. 1963. XXXV. After the *English* Merchants have paid any Custom for all the Merchandize which they shall bring, or transport on board their Ships, they shall likewise pay the Consul's Fee to the *English* Ambassador or Consul.

Nº. 1964. XXXVI. The *English* Merchants, and all others who come under the Colours of *England*, may with all manner of Security trade, sell and buy, throughout our Dominions, all sorts of Merchandize, (those only excepted which are prohibited;) and they may likewise go and trade to *Muscovy*, by Sea or Land, either by way of the River *Tanais* or *Don*, or thro' *Russia*, and may bring their Merchandize from thence to our Empire: And in like manner they may go to trade in *Persia*, and return through any part of it which we have conquered, and through the Confines, without Hindrance or Molestation from our Ministers; and they shall pay the Customs and other Duties of that Country, and nothing more.

Nº. 1965. XXXVII. The *English* Merchants, and all that come under the Colours of *England*, may freely and safely traffick and trade in *Aleppo*, *Cairo*, *Scio*, *Smyrna*, and in all Parts of our Dominions, paying, according to ancient Custom, 3 *per Cent*, for all their Merchandize, and no more.

Nº. 1966. XXXVIII. In case that the *English* Ships which come to our City of *Constantinople*, are forced by Dangers at Sea, or by bad Weather, to put in at *Caffa*, or such other Port, so long as the *English* continue on board without selling their Commodities and Merchandize, no body shall do them any Violence, nor give them any Trouble or Hindrance; but in all Places where there is Danger, the Cadis and our other Ministers shall always defend and protect the said *English* Ships, their Men and Goods, for fear lest they receive any Damage; and the *English* may there buy Provisions and other Necessaries for their Money; and in case they have a mind to hire any Carts or Vessels, that have not been bespoke before by other Persons,

Persons, to carry their Merchandize from Place to Place, no Person shall give them any Trouble or Hindrance whatsoever.

XXXIX. For all the Merchandize which those of the *English* Nation shall bring on board their Ships to the City of *Constantinople*, or any other Port of our Dominions, and which they do not intend to put ashore or sell there, no Custom shall be demanded or taken at their Arrival in the Port; and when they have landed their Merchandize, and paid the Customs and other Duties for the same, they may peaceably and safely depart without Molestation from any Person. N^o. 1967.

XL. Forasmuch as the *English* Ships in coming to our Dominions often used to stop at some Place of *Africa*, and there take on board Pilgrims and Mahometan Travellers, to transport them to *Alexandria*, and when they were entered into that Port, the Commissioners of the Customs and other Officers demanded the Customs for all Merchandize on board their Ships, before the Merchants so much as designed to land any, on account of which Molestation they have left off carrying of Pilgrims: And moreover, whereas when their Ships arrive at *Constantinople* with several sorts of Goods, of which a Part is to be transported to other Places, the Commissioners and Farmers of the Customs are for compelling them to put their Goods ashore, and to pay the Duties; for these Causes we order, that all *English* Ships which come laden with Merchandize to the Port of *Constantinople*, *Alexandria*, *Tripoli* in *Syria*, *Scanderoon*, or any other Harbour whatsoever of our Empire, shall only pay the usual Customs for the Merchandize which they chuse to sell; and as for such as they chuse not to unlade out of their Ships, our Officers of the Customs shall not take or demand any Custom or other Duties from them, but they shall be at Liberty to carry them whither they please. N^o. 1968.

XLI. In case an *Englishman*, or any other Person whatsoever coming under the Colours of *England*, commit any Murder, Bloodshed, or the like Crime, or if any Affair happen, which depends on the Law or Justice, neither the Judges nor other Ministers may decide it, or give Sentence upon it, before the Ambassador or Consul is present to examine the Affair duly; but the Difference shall always be examined in Presence of the Ambassador or Consul, to the end that no body may be tried

or

or condemned contrary to the Tenor of the Law, and to the Capitulations.

- N^o. 1970. XLII. Whereas it is stipulated in the Imperial Capitulations, that the Merchandizes put on Shore out of *English* Ships which come to our Dominions and pay Customs, shall also pay the Consul's Fees to the *English* Ambassador or Consul: And whereas it has happened that several Mahometan Merchants, those of *Scio*, and others who are in Peace and Friendship with this Imperial Porte, and other foreign Merchants, refuse to pay the Consul's Fees, it is therefore ordered, that all Goods which shall be on board their Ships, and which shall pay Customs to any Persons to whom they appertain, shall, according to the ancient Capitulations, pay the Consul's Fee to the Ambassadors or Consul of *England* without Contradiction.
- N^o. 1971. XLIII. That the *English* Merchants and those under the Flag of *England*, trading to *Aleppo*, shall pay the same Customs for all Silks which they buy and put on board their Ships, as the *French* and *Venetian* Merchants, and not a Farthing more.
- N^o. 1972. XLIV. Forasmuch as the Ambassadors of the King of *England*, who shall reside at this Imperial Court, are Commissioners of his Majesty and represent his Person, and as the Interpreters ought to be considered as Commissioners of the Ambassador, therefore in all Affairs wherein Interpreters shall translate or speak in Name and by Order of the Ambassador, if what they shall translate happens to be conformable to the Will and Order of the Ambassador or Consul, they shall always be exempted from Accusation and Punishment; but in case they commit an Offence, our Ministers shall not imprison any such Interpreters, nor male-treat them, without the Knowledge of the Ambassador or Consul. In case any of the *English* Interpreters happen to die, if he be an *Englishman* by Nation, the Ambassador or Consul of *England* shall take Possession of all his Goods and Effects; but in case he be a Subject of our Dominions, they shall be put into the Hands of his next Heir, and in case he die without Heirs, they shall be carried to our Imperial Treasury. And it is expressly commanded and enjoined, both by this Clause, and by all the other Articles above-mentioned, and in the Privileges granted by our Predecessors of happy Memory, that all our Slaves shall obey and conform themselves always to the present Royal Capitulation, and that

that the Peace and Friendship shall be regarded and maintained without any Violation whatsoever.

XLV. Since the said Time of our Predecessors of famous Memory, and the Grant of the Capitulations, Articles and Establishment of the above-mentioned Peace and Amity, the said King of *England* having, in the Days of Sultan *Mahomet Han*, our Grandfather of happy Memory, sent a Person of Quality with the Character of his well-beloved Ambassador to this Imperial Porte, to confirm the said Peace, Articles and Capitulations, the said Ambassador declared more than once, that Imperial Mandates had been granted to several Persons, which had been surreptitiously obtained, contrary to the Tenor and Articles of the Imperial Capitulations, which having been exhibited without our Knowledge to our Judges and Governors, and the Dates of those Mandates being fresher than those of our Imperial Capitulations, the Judges and Ministers put those private Mandates in Execution, contrary to and in Prejudice of the Imperial Mandates; therefore, to the end that hereafter there may be no more such Mandates accepted by any of them, but rather that the Imperial Capitulations may always be observed and maintained according to their genuine Meaning, the said Ambassador demonstrating the Sincerity of his Majesty, and his Request upon the Occasion, which was very acceptable, coming to our Imperial Cognizance, in pursuance thereof it was expressly enjoined, that all Mandates of this Nature, which had been already or should hereafter be granted, and which were or should be contrary to the Tenor of the present Capitulation, such as those Mandates were, when they came to be produced before our Cadis or our other Ministers, should never be accepted or executed, but that the Tenor of the Imperial Capitulations should be always observed; and that whoever should produce such Mandates contrary to the Capitulations, they should be taken from him, and be of no manner of Force or Virtue: And at the same time all the Privileges, Articles and Capitulations above-written were likewise approved and ratified on the part of our said Grandfather, and the Peace and Friendship and good Correspondence contracted heretofore were again confirmed and established.

Nº. 1973.

XLVI. At the Time of the Installation of Sultan *Osmán Han* on the high Imperial Throne, the King of *England* again sent a famous and noble Gentleman in the Character of his Ambassador

Nº. 1974.

ballador with Letters and Presents, which were very agreeable; and the said Ambassador having, in the Name of his King and Sovereign, desired that the ancient Capitulations, and the Articles and Contracts granted in the Life-time of our Predecessors, might by him be renewed and confirmed, and the ancient Peace and Amity again fortified and established; the said Request was very agreeable to the said Sultan *Osman*, and the ancient Capitulations, Articles and Privileges were herein written and confirmed, and the Peace and Friendship of so long standing was by him promised and granted.

- N^o. 1975. XLVII. After this, and in the Life-time of the same Sultan *Han*, the King of *England* having sent another Ambassador to this Sublime Porte, viz. his Excellency Sir *Thomas Roe*, with Letters and Presents which were very well received, and the said Ambassador having, in the Name of the King his Master, offered all manner of Terms of Friendship and good Correspondence, and desired that the ancient Capitulations, with all the Articles heretofore granted by his Ancestors and by him to the *English* Nation, might be again confirmed, and that the Peace and Alliance which had been a long Time contracted between the two Parties, might be renewed and ratified, and that some other very necessary Articles might be added to the Imperial Capitulations, and several others already granted might be renewed, changed and explained in the best Manner: the said Request and Demand were very acceptable to him; and conformably thereunto, the ancient Imperial Capitulations, and all the Articles and other Privileges therein confirmed again and again, and the Peace, Friendship and good Correspondence contracted in the Time of his Ancestors, were by him also again confirmed, ratified, established, promised and granted: Whereupon he issued an express Command, that for the future the Tenor of his Imperial Capitulation should be observed by all Persons, and that they should be very careful of the Peace and Amity established and contracted between the two Parties, and that no Body should attempt to violate them, or commit any Action contrary to them. Which Ambassador declared several Times, that the Cadis and our other Ministers had imposed and established divers Taxes, Tributes and Sums of Money upon the said *English* Nation, and on all that came under the *English* Flag to the Prejudice of the Imperial Capitulations, and contrary
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to the Will of his Imperial Majesty; for which Cause, as is above declared, it hath been found necessary to make Additions of some new Articles to the said Imperial Capitulations, of which the same Ambassador drew up a Declaration in Writing, and presented it to his Imperial Majesty: the said Sultan *Osman Han* immediately gave Orders and express Command, signed and sealed by his Imperial Hand, importing, that hereafter all the Articles which had been before in the Imperial Capitulations, as well as those which by his Order were lately added to them, should be duly observed according to the genuine Meaning of the then Capitulations.

XLVIII. Forasmuch as it is publicly notorious, that certain Pirates of *Tunis* and *Algier*, in Breach of our Imperial Capitulations, and contrary to our Will and Intention, do take and carry off by Sea, the Ships, Merchandize, and Men, who are the Subjects of the King of *England*, and of other Kings and States in Alliance with our Imperial Porte, to the great Damage and Prejudice of the said *English* Nation; for these Causes we command, and do by these Presents enjoin, that several Mandates be given and dispatched for the intire and perfect Restitution of the Goods and Merchandize so taken from the *English* Nation, and that all the *English* who have been taken and made Slaves, or imprisoned by the said Pirates, may be forthwith set at Liberty; and if after the Day of the Date of our present Imperial Capitulations it happens, that the said Pirates of *Tunis* and *Algier* continue to rob and commit other Outrages against them, and will not restore their Goods and Persons, we forbid the said Pirates to be received into any Port of our Dominions, and particularly into the Harbours of *Tunis*, *Algier*, *Modon* or *Coron*: and do expressly forbid our Beglerbeyes and other Ministers to let them enter therein, or to suffer them to be there entertained; but on the contrary, we command the said Beglerbeyes, Cadis and other Ministers to prosecute, banish and punish them.

XLIX. Having received Information, that several of our Commissioners of the Customs and other Officers at *Alep*, to the Prejudice of our Imperial Capitulations, and under Pretence of taking the Customs and other Duties on the Silks of the *English* Merchants, have by Violence extorted great Sums of Money from the said Merchants; and whereas it is written in the Imperial Capitulations, that the *English* shall pay for the

Silks which they buy in *Alep*, as the *French* and *Venutians* do, and no more; nevertheless the said Officers of the Customs, besides the two and a half *per Cent.* Customs, have lately exacted a great Sum of Money from the said Nation by the Name of Rest or Overplus; for these Causes we order, that the said Affair may be taken into Consideration, and the said Sum of Money restored, and that hereafter the old Custom be observed, and that the said Nation pay no more than the *French* or *Venutians* do, and that they never demand of them so much as an Asper under the Name of the said Imposition.

N^o. 1978. L. Forasmuch as the *English* Merchants dwelling at *Galata* commonly buy several Goods and Merchandize, and before they can put them on board their Ships and send them away, pay the Officers of the Customs the Duties thereof, taking a Certificate or Acquittance to shew that they have paid them, after which they send their Merchandize to their Warehouses, and in the mean Time it happens, that before they can lade and send away the said Goods, the Officer of the Customs named *Diet* dies, or is turned out of his Post, and the new Commissioner or Officer established in his Place will not be satisfied with the said Acquittance, but demands another Payment of the Duty, and troubles and molests the said Merchants in several Respects; for this Cause we order, that when it really appears, that they have once paid the Customs for all the Merchandize which they have bought, the Officer of the Customs shall be satisfied with the said Acquittance, and not demand a second Judgment from the Merchants.

N^o. 1979. LI. Whereas Camlets, Mohairs, Silks, and other sorts of Goods are commonly bought at *Angora*, and transported to *Constantinople* and other Places of our Dominions, which, after paying Customs, and taking the Acquittances, were put in Warehouses, and afterwards, when the Merchants go to put them on board in order to carry them elsewhere, the Officers of the Customs again demand Payment of the Duties; for these Causes, when it happens hereafter that the Merchants are inclined to embark their Goods, and it be true that they have already paid Custom for such Merchandize, the said Officers of the Customs shall not demand a new or second Payment; provided that the said Merchants do not mix their Merchandize, which has not paid the Duties, with that which has.

LII. When

LII. When the *English* Merchants have paid the Customs for all the Goods which they bring to our Dominions, or for those which they shall have a mind to transport elsewhere unfold, as Silks, Camlets and other Goods, and afterwards desire to put them on board, and send them to *Scio*, *Smyrna*, or some other Port, the Commissioners of the Customs and other Officers shall always be obliged to receive their Acquittances, which they shall have ready to produce, and shall not demand nor take any other Customs for their Merchandize.

LIII. The Brokers of *Galata* and *Constantinople* shall take their Fee of Brokage according to the ancient Custom and Table of Fees, for all Merchandize which the *English* Merchants shall bring to *Constantinople*, or any other Port of our Dominions, or carry from thence to any other Place; that is to say, they shall only take the Fee of Brokage for those Merchandizes, which have been accustomed to pay it by ancient Usage; but as to the Merchandize which had not been used to pay it anciently, they shall take no Fee contrary to the ancient Table, nor shall they lay or levy any Imposition upon *English* Merchandize, nor take so much as an Asper from the *English* Nation contrary to the ancient Table of Fees and common Custom. N°. 1980.

LIV. The *English* Merchants may freely come to all the Ports of our Dominions to trade, and to import Woollen Cloth, Kerseys, Spices, Pewter, Lead, and all other Merchandize, and nobody shall give them any Trouble or Hindrance; they may also buy and export all sorts of Merchandize, except what is prohibited, without Hindrance or Molestation; and after they have paid the Customs conformably to the present Imperial Capitulation and ancient Usage, the Commissioners of the Customs and other Officers shall demand nothing more. N°. 1981.

In the Time of the Sultan *Amurath Han*, my Uncle of happy Memory, the King of *England* sent Sir *Sackville Crow* in Quality of his Ambassador, with his Present and Letters, which were very well received; and when the Time of his Embassy was expired Sir *Thomas Bendish* arrived at the Porte, to reside there, bringing his Present and obliging Letters, which were likewise very well received; and the said Ambassadors having presented the Imperial Capitulations which had been formerly granted, and desired that they might be renewed according to ancient Custom, it is

again ordered by these Presents, that all the Points and Articles which they contain, be kept and observed.

- N^o. 1982. LV. And because that, contrary to the Tenor and Meaning of these Presents, several Officers went on board the Ships of the *English* Merchants before they came into Port, and by main Force took the Merchants Goods and Commodities out of the said Ships and carried away the best part thereof, without agreeing in the Price, or coming to any Account with the Owners :
- N^o. 1983. LVI. And moreover, forasmuch as when the said Merchants had paid the Custom-house Duties for their Goods, and were going to transport them to another Harbour, the Custom-house Officers hindred them and stopt them till they had received a second Payment for them :
- N^o. 1984. LVII. And whereas it is expressly stipulated in the Imperial Capitulations, that in all Disputes and Law-suits with the *English* Nation our Magistrates ought not to hear nor determine a Cause, unless the Ambassador or Consul be present, our Judges lately condemned and imprisoned the *English*, and have taken and received Presents without the Knowledge of their Ambassador, which is a great Injury done to them :
- N^o. 1985. LVIII. And also, forasmuch as it is ordered by the Imperial Capitulations, that the Officers of the Customs shall take no Duties for Gold and Silver Coin, which the *English* Nation shall import into our Dominions, or export from hence to any other Place, and that the Merchants shall pay only 3 *per Cent.* Custom for their Merchandize, and no more ; nevertheless, the Officers of the Customs demand Duties for their Sequins and Crowns of Silver, and exact more than is their Due for the raw Silks which they buy : And whereas they demand 6 *per Cent.* for the Merchandize they land at *Scanderoon* to carry to *Aleppo*, which unjust Exactions have been formerly rectified and reformed by an express Hatter-Sheriffe (or Imperial Signature ;) and being again informed, that the *English* Merchants are still wronged as heretofore, by reason the Officers of the Customs value and appraise the Goods of the *English* Merchants at a higher Price than they are worth, and though the said Officers of the Customs ought to have but 3 *per Cent.* yet by such exorbitant Valuation of the Goods they take 6 *per Cent.* and the Servants at the Custom-house illegally exact great Sums from them under Pretence of certain Perquisites and Expences. And whereas a greater Number
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of Visitors or Waiters are now put on board the *English* Ships than usual heretofore; which is a great Burden upon the Merchants and Masters of the Ships who subsist them; all which things we have been desired to remedy. We therefore command, that when the Officers of the Customs value the Merchandize at too high a Price, and Merchants offer them to pay the Duties thereof at the Rate of 3 *per Cent.* in some Specie of those Merchandizes, the Officers of the Customs shall not refuse them, but be obliged to accept them. And the Ambassador of *England* having desired of us, that the Abuses and Injuries aforesaid may be redressed, we order, that in the Circumstances premised, the *English* Merchants may in no Degree be molested, nor their Privileges unjustly violated, in Prejudice and Contradiction to the Imperial Capitulations.

Sir *Heneage Finch* Earl of *Winchelsea*, Viscount of *Maidstone*, Baron *Fitzherbert* of *Eastwell*, Lord of the Royal Manor of *Wye*, and Lord Lieutenant of the County of *Kent* and City of *Canterbury*, Ambassador from the King of *England* (to whom we with happy Days to his Life's End) arrived with his Presents and Letters, which with the utmost Sincerity and Affection expressed a good Friendship and Correspondence; and the said Ambassador presented the Capitulations, to the end that they might be renewed according to the Custom; and in order that some Articles of great Importance, which were before in the Capitulation, might be more punctually observed, the said Ambassador desiring that they might again be renewed, and more clearly expressed in the Imperial Capitulations, his Request was favourable received. One of the Articles is this that follows.

LIX. The Gallies and other Ships of the Imperial Navy, N°. 1986. which set out from the Dominions of the Grand Signior, and meet the Ships of *England* at Sea, shall not molest them, nor retard them in their Voyage, nor shall take any thing whatsoever from them; but a good Friendship shall always be demonstrated on both sides, without doing each other the least Damage; and this being accordingly declared in the Imperial Capitulations, the Beys and Captains who sail upon the high Seas, and those of *Algier*, *Tunis* and *Tripoli*, that meet with *English* Ships sailing from one Port to another, shall not take away any of their Money or Goods, on Pretence that they have Goods of the Enemy on board, nor search them on this Occasion, nor molest them,

nor

nor retard them in their Voyage; so that their Goods shall only be examined at the Entrance of Ports, and in the Harbours where the Waiters belonging to the Customs are used to go on board; and when they are out at Sea they shall not be liable to any farther Search, or Inquiry.

- N^o. 1987. LX. After the Custom is paid for the Merchandize of the *English* Nation, they shall not be molested contrary to the Tenor of the Imperial Capitulations; and the Officers of the Customs shall not refuse the Bill or Certificate declaring that the Customs are paid; and in case any Complaint be made upon this Head, we expressly command the said Officers to deliver the said Bill or Certificate immediately, as soon as demanded.
- N^o. 1988. LXI. And after the Customs are paid for any sort of Merchandize, which has not been sold in the Ports where the Customs were paid, and is designed to be carried to some other Port, intire Credit shall be given to the said Certificate, and an Attempt shall not be made to oblige them to pay the Customs a second Time.
- N^o. 1989. LXII. The *English* Merchants and their Servants may freely trade at *Aleppo*, *Cairo*, or any other Ports of the Imperial Dominions, without paying more than 3 *per Cent.* for all their Commodities and Merchandize, according to the ancient Custom and the Imperial Capitulations, whether they are brought by Sea or Land; and tho' the Officers and Farmers of the Customs at the Arrival of Goods in Port, and for the sake of giving Trouble to the *English* Nation, pretend that only the Commodities of the Growth and Manufacture of *England* are excused from paying more than 3 *per Cent.* but that the Merchandizes which come from *Venice* and other Places are obliged to pay more, and upon this Pretence and Demand offer to create Law-suits against the *English*, and to give them Trouble; the Imperial Capitulations shall therefore be observed in this Article as they were in Time past, and our Officers shall by no means permit the contrary.
- N^o. 1990. LXIII. In case an *Englishman* runs into Debt, or becomes Surety for another that turns Bankrupt, or absconds, the Debt shall be demanded of the Debtor; and if the Creditor has no Deed to prove, that such a one became a Pledge and Surety according to Law, the Debt shall not be demanded of another; which Article is already declared in the Capitulations.

LXIV. Since

LXIV. Since it sometimes happens, that an *Englishman* living in one Country, in order to put off the Payment of a Debt, draws a Bill of Exchange upon another *Englishman*, who has no Effects of his in his Hands, and the Person to whom the Money is payable, being a Man of Power and Authority, brings his Bill of Exchange, and in Defiance of the Law and the Capitulations demands, and uses forcible Methods to get the Bill of Exchange paid; in that case, the Merchant accepting the Bill of Exchange shall be obliged to pay it, but if he does not accept it, he shall not be liable to any Trouble for the same. N°. 1991.

LXV. And forasimuch as the Interpreters of the Ambassadors of *England* are exempt from all personal Service or Taxes by the Articles declared in the Capitulations, in case that the said Interpreters happen to die, their Estates or Effects shall not be subject to the Customs, but shall be shared between the Creditors and the Heirs. N°. 1992.

LXVI. And forasimuch as the King of *England* is a true Friend of our happy Porte, his Ambassador residing here shall be permitted to have Ten Servants of any Nation whatsoever, who shall be exempt from Harach or Taxes, and from all Molestation whatsoever. N°. 1993.

LXVII. In case that an *Englishman* shall turn *Mahometan*, and has in his Hands Goods and Effects belonging to his Superiors, such Goods and Effects shall be put into the Hands of the Ambassador or Consul, to the end that they may be kept, and made good to the true Owners. N°. 1994.

Lastly, The King of *England's* Ambassador who resided at our high Porte, departing this Life, Sir *John Finch*, a prudent Gentleman, who was a Commissioner of Trade, was named to succeed him in the Embassy; and upon Advice brought to us, that the said Ambassador was arrived with the King's Letters and the usual Presents, they were very acceptable to us; and the said Ambassador having convinced us, that there were such ambiguous Expressions in the Capitulations which had been granted before, that they required a fuller Explanation, and having for this End desired us, in the Name of the King his Master, that the Capitulations might be renewed, and that the Explanations and necessary Articles might be added to them; when the Request of the said Ambassador was communicated to us, we gave our Consent to it, and we do command, and it is hereby commanded, that

that the Additions required be added to the foregoing Capitulations, and they are as follow.

Nº. 1996.

I. The Nisani Sheriff, *i. e.* the Imperial Mandate, which *Anno* 1653 was sealed by the Hatter Sheriff, *i. e.* the Seal of the Emperor, Sultan *Ibrahim Han* (to whose Soul be Rest in Glory) which Mandate declares, that formerly the *English* Ships which came from *Scanderoon*, paid for every Piece of Woollen Cloth from *London*, for the Customs at *Scanderoon*, 40 Paras; and for every Piece of Kersey 6 Paras; and for every Parcel of Coney 6 Paras; and for every Quintal of Damask 57 Paras $\frac{1}{2}$; which Merchandizes arriving afterwards at *Aleppo*, paid there as Customs, for every Piece of Cloth from *London* 8 Paras; for every Piece of Kersey 8 Paras $\frac{1}{6}$; for every Battman of *Aleppo* of Pewter and Lead one Para: And those of the same Nation who bought and exported Goods, paid for all that they bought at *Aleppo*, and transported elsewhere, two Crowns $\frac{1}{2}$ of Silver for every Bale of Flax or Chilis, Cordovan Leather and Horofani Hindi; and for every Bale of raw Cotton a Crown $\frac{1}{4}$; and for every Bale of Nut-Galls $\frac{1}{4}$ of a Crown; and for every Bale of Silk 10 *Osi-nani* (14 of which make a Crown of Silver) and for every hundred Weight of Rhubarb, and the like Drugs, three Silver Crowns, according to the Valuation of the principal Druggist: And when the said Commodities were carried to *Scanderoon*, and there put on board their Ships, they paid for Flax or Chilis, and for Cordovans, each a Crown and a half for the Customs of *Scanderoon*; for Horofani Hindi and raw Cotton $\frac{3}{4}$ of a Crown *per* Bale; for a Bale of Nut-Galls $\frac{1}{4}$ of a Crown; for Rhubarb and the like Drugs, according to the Valuation of the Druggists, $\frac{1}{4}$ of a Crown *per* Bale; and according to this sublime Command nothing more is to be paid. And in case that the *Testerdar* issue any Command contrary to this, it shall not be obeyed, but reputed of no Value; and all things shall be observed conformably to this Imperial Command and the Imperial Capitulations.

Nº. 1997.

II. For all Merchandize which the *English* Merchants shall import or export, they shall pay only 3 *per Cent.* and never so much as an Asper more, it being so specified in the Imperial Capitulations. But there having been Disputes and Differences at *Constantinople* and *Galata* with the Officers of the Customs about Woollen Cloths imported from *London*, and other sorts of the Woollen Manufacture of
England,

England, they shall pay according to the ancient Tariff, and as they have always paid hitherto; that is to say in Aspers or small Money, fourscore of which Aspers make a Piece of Eight, and seventy a Crown of *Lyons*, 144 Aspers for every Piece of Woollen Cloths of the Manufacture of *England*, whether the Cloths are fine or coarse, or of what Price soever; and the Officers of the Customs shall not take or demand more. But the Woollen Cloths which come from *Holland* and other Countries, that is to say, Londrins, Silks and Scarlets, and all other sorts of Woollen Cloths, which are not the Manufacture of *England*, shall hereafter pay the Duties which they have been accustomed to pay hitherto. And at *Smyrna* they shall pay according to the ancient Custom and Usage, in Aspers of small Money, of which fourscore make a Piece of Eight, and seventy a *Lyons* Crown, sixscore Aspers for every Piece of *English* Cloth, fine or coarse, whether they be Cloths of *London* or not; provided they are of the Manufacture of *England*: And the Officers of the Customs shall not take nor demand an Asper more; nor shall any Innovation be made in the Customs for such Cloths.

III. The Capitulations which order, that when the *English* have a Controversy amounting in Value to above 4000 Aspers, the Cause shall be tried and determined by the Porte, and no where else, being well known; when it happens at any time whatsoever, that the Cadi or Ministers of any Place offer to detain any Merchant, or hinder any *Englishman* that shall be on board a Ship, from pursuing his Voyage, on Pretence of any Sum imposed upon the *English*, or demanded of them, if the Consul of the Place will be Surety to answer to the Porte for the Pretensions entered against them, such Persons shall have full and entire Liberty to proceed on their Voyage; and they who take any thing from them, shall be obliged to appear before the Divan, to procure Judgment on the Difference between the Parties, and the Ambassador shall answer to their Questions. But in case that the Consul will not be Surety, the Judge of the Place may be Judge, and give Sentence on the Fact in question.

N^o. 1998.

IV. All *English* Ships that shall arrive at *Constantinople*, *Scanderoon*, *Smyrna*, *Cyprus*, and all other Ports of my Empire,

N^o. 1999.

shall pay 300 Aspers for the Duty of Anchorage, and not an Asper more.

N^o. 2000. V. If an *Englishman* arriving with his Effects turn Mussulman, the Ambassador or Consul knowing that his Effects belong to other *English* Merchants, all the Money and other Effects shall be taken out of the Hands of the Mussulman, and be consigned over to the Ambassador, to keep for those Persons to whom they belong; and to the end that by this Means the Effects of another Man may not remain in the Hands of the Mussulman; and neither shall any Cadi, nor any other Judges or Ministers hinder it.

N^o. 2001. VI. The Merchants of the said *English* Nation, who have bought Camlets, Mohairs, or coarse Stuffs, at *Angora* or *Beghazar*, and have a mind to export them to other Places, after having paid 3 *per Cent.* Customs, shall not be molested for the *Skræz-bath*, that is to say, for the Passage or Transportation thereof to other Places; and they shall not pay a single Asper for any Demand of this Nature.

N^o. 2002. VII. When the *English* Merchants receive any Sum of Money of their Debtors, if the Debt is paid by the Mediation or Intercession of any Assistant or *Chiaoux*, the Person who receives the Debt shall not pay more than what is paid to the other Cadis, which is but two Aspers, and not a single Asper more.

N^o. 2003. VIII. As there is a good Correspondence betwixt us and the King of *England*, in consideration of this Friendship we grant and permit, that two Ship Loads of Figs and Currants may be exported out of our Dominions for the Use of his Majesty's Kitchen; provided there be not a Scarcity of those Fruits in the Country; which Fruits we permit the *English* to buy for their Money in the Port of *Smyrna*, *Salonica*, or any other Port whatsoever of our Empire, paying 3 *per Cent.* for the Customs, which when paid, no Person shall give those concerned in the Freight any Trouble or Hindrance.

N^o. 2004. IX. It having been represented to us, that the *English* have hitherto paid no Custom, nor the Duty called *Mexan*, for all the Silks which they buy at *Smyrna*, except those of *Persia* and *Armenia*, that is to say, for the Silks of *Georgia*, *Persia*, or *Armenia*; in case there be really such Usage and Custom, and that it be not prejudicial to the Empire, no Duty or *Mezan* shall hereafter

hereafter be demanded at *Smyrna* for the said Silks, but the *English* shall be treated with all the Tokens of Friendship. And upon the Instance made to us by the Ambassador, that the foregoing Articles may be inserted in the Capitulations, his Demand is granted; and in Conformity to the above-mentioned Imperial Sign Manual and Capitulation, we command, that the present Capitulation be now renewed and granted, in pursuance of what has passed, and of my Imperial Command; and that as long as *Charles II.* King of *England* (whose Days we wish may be crowned with Happiness) shall maintain a good Friendship and Correspondence with us, agreeably to that which was kept up with our Ancestors, we will not fail on our Part to preserve that Friendship with all the Tenderneſs possible.

And we swear and promise by Him who created Heaven and Earth and all Creatures, we promise by the one only God the Creator, that nothing shall be acted contrary to this present Imperial Capitulation; and by consequence our Imperial Sign Manual challenges universal Obedience.

Given in the middle of the Month *Gamaziel Akir* 10⁹⁶, at the Imperial City of *Adriansple*, which answers to the Month of *September* 1675.

In the last War, the *Ruby* Merchant-man, upon a Commission granted from the Admiralty in *England* to cruize in the *Mediterranean*, took some *French* Vessels which were condemned with their entire Cargoes, by the first Judge of the Admiralty; and the Owners of the *Ruby*, not having been cautioned, on taking out the Commission, to deal with *Turkish* Effects otherwise than with those belonging to other Nations (who all know our Treaties with *France* to be, *that unfree Ships should make unfree Goods*, and so would naturally avoid shipping in the same) thought themselves quite safe with their Prizes, but found it otherwise upon the *Turks* having made the *English* Factory at *Aleppe* pay for them, who there upon sent to *England* some *Turks* proving the Goods on board to have been their Property; and the Lords of Appeal ordered them to be restored with Costs, allowing that our Treaties made with *France* ought not to affect the Concerns of the *Turks*, supposed to be unacquainted with the Treaties made by us with other Nations in *Europe*.

Articles of Peace and Commerce between the most High and Renowned Prince George II. by the Grace of God, King of Great-Britain, France, and Ireland, Defender of the Faith, &c. And the most High and Glorious, Mighty and right Noble Prince Muley Hammet Dahebbby, Ben Muley Ismael, Ben Muley Zeriph Ben Muley Aly, King and Emperor of the Kingdom of Fez and Morocco, Tafilet, Suz, and all the Algarbe and its Territories in Africa &c. Concluded, agreed, and adjusted by John Ruffel Esq; on the Behalf of his Britannic Majesty, and by his Excellency Bashaw Hamet, Ben Aly, Ben Abdalla, and his Imperial Majesty's Admiral of Sallée, Hadge Abdelcader Perez, on the Behalf of the Emperor of Fez and Morocco, January 14, 1728.

- Nº. 2005. I. **T**HAT all *Moors* or *Jews* subject to the Emperor of *Morocco* shall be allowed a free Traffic, *viz.* to buy or sell for 30 Days in the City of *Gibraltar* or Island of *Minorca*, and not to reside in either Place, but to depart with their Effects, without Let or Molestation, to any Part of the said Emperor of *Morocco's* Dominions.
- Nº. 2006. II. That the King of *Great Britain's* Subjects residing in *Barbary* shall not be obliged to appear before the Cadi or Justices of the Country; but only the Governor of the Place and his *Britannick* Majesty's Consul are to take Cognizance of and adjust the Differences they may have with the Natives of the Country.
- Nº. 2007. III. That the menial Servants of his *Britannick* Majesty's Subjects, tho' Natives of the Country, either *Moors* or *Jews*, be exempt from Taxes of all Kinds.
- Nº. 2008. IV. That all his *Britannic* Majesty's Subjects, as well Passengers as others, taken by any of the Emperor of *Fez* and *Morocco's* Cruizers, on board any foreign Ship or Vessel whatever, shall immediately be set at Liberty and sent to the City of *Gibraltar*.
- Nº. 2009. V. That there be Permission for buying Provisions and all other Necessaries for his *Britannic* Majesty's Fleet, or City of *Gibraltar*, at any of the Emperor of *Fez* and *Morocco's* Sea Ports, at the Market Prices, and the same to be shipped off without paying

paying Custom, as has been extorted lately contrary to the Treaty of Peace subsisting.

VI. *All the other Articles, being fifteen in Number, concluded, agreed, and adjusted by the Honourable Charles Steward, Esq; on the Behalf of his Britannick Majesty, and by his Excellency Bashaw Hamet Ben Aly, Ben Abdalla, and his Imperial Majesty's Treasurer Mr. Moses Ben Hatter, a Jew, on the Behalf of the said King of Fez and Morocco, shall stand good, and be of the same Force, as in the Reign of the most high and renowned Prince George I. King of Great Britain, France and Ireland, &c. of glorious Memory, and the high and glorious, mighty and right Noble Prince Albumazar Muley Ismael late Emperor of Morocco. And it is farther agreed, that all the Articles aforementioned, as well the fifteen, as these additional ones, shall in twenty Days after the Date hereof be published in the Arabick Language, and affixed on the Gates of all the Sea-port Towns in his Imperial Majesty's Dominions, signed and dated at the Court of Mequinez, January 14, 17²⁷.* N°. 2010.

A Treaty of Peace and Friendship, between the King of Great Britain, and the Emperor of Morocco in 1751.

GEORGE the Second, by the Grace of God King of Great Britain, France and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Prince Elector of the Holy Roman Empire, &c. To all to whom these Presents shall come, Greeting: Whereas a Treaty for establishing Peace and Friendship was concluded and signed on the 15th of December 1734, and copied the 15th of Rabbei the First, in the Year 1164, which is, in English Stile, the 15th Day of January 1750, O. S. and the Additional Articles of Peace and Commerce, concluded and signed at the Court of Fez, on the 1st of February 1751, N. S. between Us and the High, Glorious, Potent, and most Noble Prince Mulay Abedla, Ben Mulay Ismael, Ben Mulay Seriph, Ben Mulay Aly, King and Emperor of the Kingdoms of Fez, Morocco, Taffilete, Sus and the whole Algarbe, and the Territories thereof, by William Petticrew, Esq; our Consul General on our Part, and by the Alcaide Habed Lobab N°. 2011.

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Lohab Ben Hamed Linury, first Minister, on the Behalf and by Order of the said King of Fez and Morocco, in the Words and Form following.

The Treaty of Peace between his Majesty George the Second, King of Great Britain, France and Ireland, and Mulay Abedela Ben Ismael, King and Emperor of Fez, Mequinez, Morocco, and all the West of Africa, God bless him; and the following Articles, were concluded by Alcaide Habel Lohab, first Minister, and William Petticrew, Esq; his Britannick Majesty's Consul General.

N^o. 2012. I. **F**OR establishing Peace and Friendship, it is agreed and concluded for firm and valid, both by Land and Sea in all the Dominions of both Powers, that the *English* in general shall and may now, and at all Times hereafter, enjoy and continue in Peace and Friendship with the Emperor and his Subjects, and be well used and respected by the Emperor's Subjects, agreeable to the Order and Commands of the Emperor.

N^o. 2013. II. That such Number or Quantity of Passports, as may be necessary, be transmitted to the Emperor, indented in such Manner as shall tally with the Passports that shall be received by the *English* Merchants in *England*; and if an *English* Man of War meets with any Merchant Ships belonging to the Emperor, such Merchant Ships shall be obliged to produce and shew their Passports given to them by the *English* Consul.

III. If any Dispute shall happen between the *English* and the Emperor's Subjects, the same not to be determined by a Judge, but ended and adjusted by the *English* Consul and the Coved, (that is) the Mayor of the Town, where such Dispute shall happen.

N^o. 2014. IV. That none of the Emperor's Subjects shall, at any Time, forcibly enter the Houses of the *English*, or any Place belonging to them, or take and carry away any of their Goods and Effects, unless they have Leave and Authority from the Emperor so to do: That if any of the Emperor's Subjects shall hire any *English* Ship to carry and convey Goods from one Part of the Emperor's Dominions to another, and shall happen by Stress of Weather, or any other Occasion, to touch at any Place or Places in the Voyage, such Ship or Ships shall not be obliged to pay any Thing for

for the Shelter or Assistance they may receive; and that no *English* whatever, or any of their Servants (though not *English*) shall be liable to pay the Tax, imposed upon the Emperor's Subjects, called the Poll-Tax.

V. That the Fifteen Articles of Peace, made and concluded N^o. 2015. between King *George* the First, and *Muli Ismael*, are hereby agreed to and confirmed with his Majesty King *George* the Second, as good and valid, and shall be faithfully kept and observed, together with the afore said four Articles.

Treaty of Peace between his Majesty George the Second, King of Great Britain, France and Ireland, and Mulay Abedela Ben Ismael, King and Emperor of Fez, Mequinez, Morocco, and all the West of Africa, God bless him; and the four following Articles were concluded by Ahammed Basha, and William Petticrew, Esquire.

I. **T**HAT if any *English* shall happen to be on board any Ship or Ships, Enemies to the Emperor, that may be taken by the Emperor's Ships, such *English* shall be well treated, delivered into the Hands of the *English* Consul, and have Liberty to go where they please: This Article to continue in Force for six Months from the Conclusion of this Peace; in which Time it is required that Notice shall be given by the King of *Great Britain* to all the *English* Subjects, not to embark on board any of the Emperor's Enemies Ships; for after that Time, if the *English* shall so embark, the Blame must be their own, as no Regard will be had to them more than the Emperor's Enemies. N^o. 2016.

II. If any of the Emperor's Subjects shall be made Slaves, and escape to an *English* Man of War, or to *Gibraltar*, *Port Mahon*, or any of the *English* Dominions, that they shall be protected, and with all convenient Speed sent to their respective Homes. The like Treatment to be given to the *English* who shall be Slaves, and escape to any Part of the Emperor's Dominions. N^o. 2017.

III. If any *English* shall contract any thing to be paid to the Emperor's Subjects, that Notes shall be given for the same; and in like manner the same to be observed by the Emperor's Subjects in the *English* Dominions; and if it shall happen that such Subjects N^o. 2018.

Subjects of either Power cannot write, to get some Person to write such Notes for them.

- N^o. 2019. IV. That no Excuse be made, or Ignorance of this Peace pretended, the same shall be published and declared to all the Subjects of both Powers, both what is now agreed on, and the Articles concluded with King *George* the First; which Declaration shall be signed by each Power, and by them kept, to prevent Disputes. This Treaty was concluded the 15th of *December* 1734, and copied the 15th of *Rabbei* the First, in the Year 1164, which is, in *English* Stile, the 15th of *January* 1750.

Additional Articles of Peace and Commerce between the Most High, Illustrious, and Most Renowned Prince George the Second, by the Grace of God King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the High, Glorious, Mighty, and Most Noble Prince Mulay Abedela, Ben Mulay Ismael, Ben Mulay Seriph, Ben Mulay Aly, King and Emperor of the Kingdoms of Fez, Morocco, Taffilete, Sus, and all the Algarbe and its Territories, agreed on and concluded by William Petticrew, Esq; on the Behalf of his Britannick Majesty, and by the Alcaide Habel Lohab Ben Hamed Limury, First Minister, on the Behalf and by Order of the King of Fez and Morocco.

- N^o. 2020. I. **I**T is agreed on and concluded, that from henceforward there shall be, between his Majesty of *Great Britain*, Prince and Elector of *Hanover*, and the King of *Fez* and *Morocco*, their Heirs and Successors, a general, true and perfect Peace for ever, as well by Land as by Sea and fresh Waters; and also between the Lands, Kingdoms, Dominions and Territories belonging to or under the Jurisdiction of his *Britannick* Majesty in *Germany*, and those appertaining to the King of *Fez* and *Morocco*; and their Subjects, People or Inhabitants respectively, of what Condition, Degree or Quality soever, from henceforth reciprocally shall owe the other all Friendship; and that all Ships, Vessels, Passengers with their Effects, trafficking voluntary, or compelled by Enemies, Disasters of the Seas, or any Accident whatsoever, to the Coasts of the Emperor of *Fez* and *Morocco*'s Dominions, being his *Britannick* Majesty's Subjects in *Germany*, shall from henceforth be treated with the said Regulations as specified

specified by the Treaties of Peace now subsisting between His *Britannick* Majesty and the King of *Fez* and *Morocco*.

II. It is agreed that all Ships and Vessels belonging to His *Britannick* Majesty in *Germany*, shall carry a proper Pass, and that a Copy of such Pass, with the Heads of the said Passes, shall be sent to His *Britannick* Majesty's Consul residing in *Barbary*, to the end that he may deliver the same to the Commanders or Captains of the King of *Fez* and *Morocco*'s Ships of War or Cruizers, to the end that due Regard may be had to this Peace, and that no Commander or Captain may offend through Ignorance; and all Commanders or Captains of Ships or Vessels belonging to His *Britannick* Majesty's Subjects in *Germany*, meeting with any Ship or Vessel belonging to the King of *Fez* and *Morocco*, or his Subjects, if the Commander of such Ship or Vessel produce a Pass signed by the Governor of the City they belong to, with a Certificate from the *English* Consul, and, in case of his Death or Absence, from the major Part of the *English* Merchants residing in the said Place, in such Cases the said Ship or Vessel shall pursue freely her Voyage without Hindrance or Molestation. N°. 2021.

III. It is agreed that the King of *Great Britain*'s Subjects shall not be obliged to appear before Justices of the Country on any Cause, but that only the Governor of the City and His *Britannick* Majesty's Consul shall take Cognizance of, and adjust, the Difference or Suits they may have with the *Moors* or other Inhabitants in the Dominions of the King of *Fez* and *Morocco*. N°. 2022.

IV. It is agreed that no Governor or Officer under the King of *Fez* and *Morocco* shall, without the King's special Order, visit or register the Dwelling-houses or Magazines of any of His *Britannick* Majesty's Subjects residing in *Barbary*; and that all *British* Ships taking Freight in any Port of the King of *Fez* and *Morocco*, to carry to other Ports of the said Kingdom, shall be exempted from all Port Charges as usual, in whatever Port they may put in; and that the Consul and the other *British* Merchants shall be freely allowed to have *Moors* or *Jews* as their Interpreters and Brokers, who shall be exempted from all Taxes, as likewise all their Domestick Servants. N°. 2023.

All the other Articles, being Fifteen in Number, concluded, agreed and adjusted by the Admiral *Charles Stewart* on the Behalf of His *Britannick* Majesty; and by his Excellency *Bathaw Hamet*

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Ben Aley, Ben Abdalla, and his Imperial Majesty's Treasurer *Mr. Moses Benatar*, on Behalf of the said King of *Fez* and *Morocco*, shall stand good and be of the same Force, as in the Reign of the Most High, Illustrious and Renowned Prince *George* the First, King of *Great Britain, France* and *Ireland*, of Glorious Memory; and the High, Mighty, and Most Noble Prince *Mully Ismael* late Emperor of *Morocco*; as likewise the other Articles, being Three in Number, agreed and concluded by *John Leonard Sollicoffre*, Esq; on Behalf of His Britannick Majesty, and his Excellency Bashaw *Hamet Ben Ally Ben Abdella* on Behalf of the King of *Fez* and *Morocco*.

It is agreed on and concluded that all the Articles aforementioned, being Eighteen in Number, with these additional Articles that are translated into the *Arabick* Language, Copies thereof be sent to all His Imperial Majesty's Alcaldes and Officers of all the Ports in his Dominions, there to be read by the Cady or Chief Justice in Publick Assembly; and afterwards to remain deposited either in the Hands of the Judge, or the Alcalde of the Port, that Recourse may be had thereto on all Occasions which may occur; and that the Ratifications of the said Articles shall be made within the Term of Six Months, or sooner if possible, in *Spanish*, which shall be received and be of equal Force. Dated and signed at the Court of *Fez* on the 1st of *February* 1751, N. S.

Signed *Abdelkôvâb Aly Moory*.

Treaty of Peace concluded between His Majesty George the First, King of Great Britain, France and Ireland, and Muli Ismael, Son of Muli Alli Sherife King of Fez, Mequinez, Morocco, and all the West of Africa, God bless him. The following Articles were agreed on, in the Presence of Bashaw Ahamad, Son of Abdula, and the then English Ambassador, interpreted by Moses Son of Atter, Servant and Interpreter at the Emperor's Court.

N^o. 2024. I. **I**N order to establish Peace between the Powers, both by Land and Sea, and all their respective Dominions, it is agreed on, that the *English* may now, and always hereafter, be well used and respected by our Subjects, agreeable to the Orders and Commands of the Emperor.

II. That

II. That all *English* Men of War and Merchant Ships, that shall come to any Part of the Emperor's Dominions, to trade or otherwise, and shall have on board a Cargo, not proper for vending in the Place where they shall come, may depart with the same to any other Part of the Emperor's Dominions, and shall pay Duty but once for the same; and that no Duty at all shall be paid for any War Implements, such as Fire-Arms, Swords, and any thing belonging to the Army, as also for Materials of all Kinds for Ship-building; and if any *English* Ship shall arrive at any of the Emperor's Ports, with any Merchandize destined for any other Part of the World, that no Duty shall be paid for such Merchandize, but shall depart with the same without any Manner of Molestation. If any *English* Ship shall be thrown upon the Emperor's Coasts by Strefs of Weather, or otherwise, the same shall be protected, and may safely depart without any ill Usage or Interruption: In like Manner shall be treated the Emperor's Ships happening to be thus thrown on the Coast of *Great Britain*, or the Dominions thereto belonging.

III. That all the *English* Ships and Emperor's Ships may pass and repass the Seas without Hindrance, Interruption or Molestation from each other; nor shall any Money, Merchandize, or any Demand be made or taken by the Ships of either Power from each other; and if any Subjects of any other Nation shall be on board either the *English* or the Emperor's Ships, they shall be safely protected by both Sides.

IV. If the Emperor's Men of War meet with any *English* Ships, and shall want to see their Passports, they are to send a Boat with two Men of Fidelity to peruse the said Passports, who are to return without any farther Trouble, and then both Sides to proceed quietly on their respective Voyages; the same Usage to be received by the Emperor's Merchant Ships from the *English* Men of War, who shall allow the Passports made out by the *English* Consul, and if the Consul shall not be present to make them, then the Passports made out by the *English* Merchants to be good and valid.

V. If the *English* Men of War, Privateers, or Letter of Marque Ships, shall take Prizes from any Nation with whom they shall be at War, they shall have Liberty to bring and dispose of the same in any of the Emperor's Dominions, without any Duty or Charge whatsoever.

N^o. 2029. VI. If any *English* Ship shall by Storm, or in flying from her Enemy, come upon the Emperor's Coasts, the same shall be safely protected, and nothing touched or taken away, but shall be under the Direction of the *English* Consul, who shall send the Goods and People where he shall think fit.

N^o. 2030. VII. It is the mutual Agreement of the King of *Great Britain* and the Emperor, that the Emperor do issue out Orders to all Parts of his Dominions, for the well using of all the *English* Subjects; and that particular Places be appointed for the Burial of their Dead; that the Consuls Brokers shall freely go on board any Ship without Interruption; that the *English* Consuls, Merchants, and other Subjects of *Great Britain*, may safely travel by Land with Effects without any Hindrance whatever; and if any *English* settled in the Emperor's Dominions shall be desirous to return Home, that they may so do with their Families, Goods and Effects, without Interruption: If any *English* die, the Effects of such to be taken under the Care of the Consul, to be disposed of as directed by the Will of such Person, and if no Will, for the Benefit of such Person's next Heir; and if any Debts shall be owing to such deceased Person, the same to be paid by Order of the Governor or other Person in Power, where such Person shall die; and that a Subject of the Emperor's be appointed to demand and receive the same, and deposit the same in the Hands of the *English* Consul for the aforesaid Uses. If any *English* shall contract Debts in the Emperor's Country, and remove from thence without satisfying the same, no other Persons shall be liable to pay such Debts: The like Usage and Treatment the Subjects of the Emperor are to receive in the King of *Great Britain*'s Dominions; and that the King may send as many Consuls to the Emperor's Dominions as he shall think necessary.

N^o. 2031. VIII. That no *English* Merchant, Captains of Ships, or other Person or Persons whatsoever that are *English* Subjects, shall be forced to sell any of their Goods for less than the real Value; and that no Captain, Master or Commander of any *English* Ship shall be compelled, without their own Will and Consent, to carry any Goods or Merchandizes for any Person or Persons whatsoever; nor shall any Sailor be forced away from any *English* Ship.

N^o. 2032. IX. If any Quarrel or Dispute shall happen between any *Englishman* and a *Musselman*, by which Hurt to either may ensue, the same to be heard before and determined by the Emperor only; and

and if an *Englishman*, who may be the Aggressor, shall make his Escape, no other *Englishman* shall suffer upon his Account; and if two *Englishmen* shall quarrel, to be determined by the *English* Consul, who shall do with them as he pleases; and if any Quarrel or Dispute shall happen between *Musselmen* in *England* or in any of the *English* Dominions, by which Hurt may ensue, the same to be heard before one *Christian* and one *Musselman*, and to be determined according to the Laws of *Great Britain*.

X. If it shall happen that this Peace by any Means shall be broke, the Consul, and all other *English*, shall have Six Months Time to remove themselves with their Families and Effects to any Place they please without Interruption; and that all Debts owing to them shall be justly paid to them. N^o. 2033.

XI. If any *English* in the Emperor's Dominions, or the Emperor's Subjects in the *English* Dominions, shall maliciously endeavour to break the Peace, such of them who shall be proved so to intend, shall by each Power be punished for such Offence, each Power to take Cognizance of their own Subjects. N^o. 2034.

XII. If any of the Emperor's Subjects shall purchase any Commodity in the *English* Dominions, they shall not be imposed on in Price, but pay the same as is sold to the *English*. N^o. 2035.

XIII. That not any of the *Spanish*, whether Captains, Sailors, or other Persons under the *English* Government in *Gibraltar* or *Pert Malon*, shall be taken or molested, sailing under *English* Colours with Passports. N^o. 2036.

XIV. That no Excuse be made, or Ignorance pretended, of this Peace, the same shall be published and declared to all the Subjects of each Power, which Declaration shall be signed by each Power, and kept by them to prevent Disputes. N^o. 2037.

XV. If any Men of War shall be on the Emperor's Coasts, that are Enemies to the *English*, and any *English* Men of War, or other *English* Ships, shall happen to be or arrive there also, that they shall not in any Manner be hurt or engaged by their Enemy; and when such *English* Ships shall sail, their Enemies Ships shall not set Sail under Forty Hours afterwards. And if after the Conclusion of this Peace, any Ships shall happen to be taken by either Powers, within Six Months after the Proclamation of the Peace, that the same, with the People and Effects, shall be restored. Made and declared in the Presence of the Emperor's Servant *Ahammad Basha*, Son of *Alli*, Son of *Abdulla*,
by N^o. 2038.

by the Authority given to him by the Emperor. Dated this 23^d of *January*, in the Year 1721, *English* Stile. Wrote and given to *Charles Stewart*, Esq; the *English* Ambassador, in the Seventh Year of the Reign of our late Royal Father King *George* the *First*.

We having seen and considered the above-written Treaty, with the additional Articles, have approved, ratified, and confirmed the same, in all and singular their Clauses, as by these Presents we do approve, ratify, and confirm the same, for us, our Heirs, and Successors, engaging and promising on our Royal Word, sacredly and inviolably to perform and observe all and singular their Contents, and never to suffer, as far as in us lies, any Person to violate the same, or in any Manner to act contrary thereto. In Witness whereof we have caused Our Great Seal of *Great Britain* to be affixed to these Presents, signed with our Royal Hand. Given at our Court at *Kensington* the Thirty-first Day of *July*, in the Year of Our Lord 1751, and of Our Reign the Twenty-Fifth.

G E O R G E R.

Articles of Peace and Commerce, between the most Serene and mighty Prince, Charles II. by the Grace, &c. and the most Illustrious Lords, the Basha, Dey, and Aga, Governors of the Famous City and Kingdom of Algiers in Barbary: Concluded by Arthur Herbert Esq; Admiral of his Majesty's Fleet in the Mediterranean, April 10, O. S. 1682. ---With the few Alterations made and included at the Renewal thereof, in 1686: All which are, for Distinction, in a different Character.

No. 2039. I. IN the first Place it is Agreed and Concluded, That from this Day, and for ever forwards, there be a true, firm and inviolable Peace between the most serene King of *Great Britain, France, and Ireland*, Defender of the *Christian* Faith, &c. and the most Illustrious Lords, the *Basha, Dey, and Aga*, Governors of the City and Kingdom of *Algiers*, and between
all

all the Dominions and Subjects of either Side ; and that the Ships, or other Vessels, and the Subjects and People of both Sides shall not henceforth do to each other any Harm, Offence, or Injury, either in Word or Deed, but shall treat one another with all possible Respect and Friendship. *And that all Demands and Pretensions whatsoever, to this Day, between both Parties, shall cease and be void.*

II. That any of the Ships, or other Vessels, belonging to the said King of *Great Britain*, &c. or to any of his Majesty's Subjects, may safely come to the Port of *Algiers*, or to any other Port or Place of that Kingdom, there freely to Buy and Sell, paying the usual Customs of *Ten per Cent.* as in former Times, for such Goods as they Sell ; and the Goods they Sell not, they shall freely carry on Board without paying any Duties for the same : And that they shall freely depart from thence, whensoever they please, without any Stop or Hindrance whatsoever. As to Contraband Merchandizes, as Powder, Brimstone, Iron, Planks, and all Sorts of Timber fit for building of Ships, Ropes, Pitch, Tar, Fufils, and other Habiliments of War, his said Majesty's Subjects shall pay no Duty for the same to those of *Algiers*. N^o. 2040.

III. That all Ships, and other Vessels, as well those belonging to the said King of *Great Britain*, or to any of his Majesty's Subjects, as those belonging to the Kingdom or People of *Algiers*, shall freely pass the Seas, and traffic, without any Search, Hindrance, or Molestation from each other ; and that all Persons, or Passengers, of what Country soever, and all Monies, Goods, Merchandizes and Moveables, to whatsoever People or Nation belonging, being on Board any of the said Ships, or Vessels, shall be wholly free, and shall not be stopped, taken, or plundered, nor receive any Harm or Damage whatsoever from either Party. N^o. 2041.

IV. That the *Algiers* Ships of War, or other Vessels, meeting with any Merchant Ships, or other Vessels, of his said Majesty's Subjects, not being in any of the Seas appertaining to his Majesty's Dominions, may send on Board one single Boat with two Sitters only, besides the ordinary Crew of Rowers ; and that no more shall enter any such Merchant Ship, or Vessel, without express Leave from the Commander thereof, but the N^o. 2042.

the two Sitters alone; and, upon producing a Pass under the Hand and Seal of the Lord High Admiral of *England* and *Ireland*, or of the Lord High Admiral of *Scotland*, for the said Kingdoms respectively, or under the Hands and Seals of the Commissioners for executing the Office of Lord High Admiral of any of the said Kingdoms, that the said Boat shall proceed freely on her Voyage; and that altho' for the Space of fifteen Months next ensuing after the Conclusion of this Peace, the said Commander of the Merchant Ship, or Vessel, produces no such Pass, yet if the major Part of the Seamen of the said Ship, or Vessel, be Subjects of the said King of *Great Britain*, the said Boat shall immediately depart, and the said Merchant Ship, or Vessel, shall freely proceed on her Voyage; but, that after the said fifteen Months, all Merchant Ships, or Vessels, of his said Majesty's Subjects shall be obliged to produce such a Pass as aforesaid. And any of the Ships of War of his said Majesty, meeting with any Ships, or other Vessels of *Algiers*, if the Commander of any such Ship, or Vessel, shall produce a Pass firmed by the chief Governors of *Algiers*, and a Certificate from the *English* Consul there residing, or if they have no such Pass, or Certificate, yet if, for the Space of fifteen Months next ensuing the Conclusion of this Peace, the major Part of the Ships Company be *Turks*, *Moors*, or *Slaves* belonging to *Algiers*, then the said *Algiers* Ship, or Vessel, shall proceed freely; but that after the said fifteen Months, all *Algiers* Ships or Vessels shall be obliged to produce such a Pass and Certificate as aforesaid.

-----*The only Alteration in this regards the fifteen Months Term allowed for Passes, &c.*

N^o. 2043. V. That no Commander, or other Person, of any Ship, or Vessel of *Algiers*, shall take out of any Ship, or Vessel, of his said Majesty's Subjects, any Person, or Persons, whatsoever, to carry them any where to be examined, or upon any other Pretence; nor shall they use any Torture, or Violence, to any Person of what Nation, or Quality soever, being on Board any Ship, or Vessel of his said Majesty's Subjects, upon any Pretence whatsoever.

N^o. 2044. VI. That no Shipwreck, belonging to the said King of *Great Britain*, or to any of his Subjects, upon any Part of the Coast belonging to *Algiers*, shall be made, or become, Prize; and that
neither

neither the Goods thereof shall be seized, nor the Men made Slaves; but that all the Subjects of *Algiers* shall use their best Endeavours to save the said Men and their Goods.

VII. That no Ship, or any other Vessel of *Algiers*, shall have Permission to be delivered up, or go, to *Sallee*, or any Place in Enmity with the said King of *Great Britain*, to be made Use of as Corsairs, or Sea-Rovers, against his said Majesty's Subjects. N°. 2045.

VIII. That none of the Ships, or other smaller Vessels, of *Algiers* shall remain Cruising near, or in Sight of, his Majesty's City and Garrison of *Tangier*, or of any other his Majesty's Roads, Havens, Ports, Towns and Places, nor any way disturb the Peace and Commerce of the same. *Tangier now omitted*. N°. 2046.

IX. That if any Ship, or Vessel, of *Tunis*, *Tripoly*, or *Sallee*, or of any other Place, bring any Ships, Vessels, Men, or Goods belonging to any of his said Majesty's Subjects to *Algiers*, or to any Port, or Place, in that Kingdom, the Governors there shall not permit them to be sold within the Territories of *Algiers*. N°. 2047.

X. That if any of the Ships of War of the said King of *Great Britain* do come to *Algiers*, or to any other Port, or Place, of that Kingdom, with any Prize, they may freely sell it, or otherwise dispose of it, at Pleasure, without being molested by any: And that his Majesty's said Ships of War shall not be obliged to pay Customs in any sort; and that if they shall want Provisions, Victuals, or any other Things, they may freely buy them at the Rates in the Market. N°. 2048.

XI. That when any of his said Majesty's Ships of War shall appear before *Algiers*, upon Notice thereof given by the *English* Consul, or by the Commander of the said Ships, to the chief Governors of *Algiers*, public Proclamation shall be immediately made to secure the *Christian* Captives: And if, after that, any *Christians* whatsoever make their Escape on board any of the said Ships of War, they shall not be required, nor shall the said Consul, or Commander, or any other of his Majesty's Subjects, be obliged to pay any thing for the said *Christians*. N°. 2049.

XII. That from, and after the Time that the Ratification of this Treaty, by the King of *Great Britain*, shall be delivered to the chief Governors of *Algiers*, no Subjects of his said Majesty shall be bought or sold, or made Slaves in any Part of the Kingdom of *Algiers*, upon any Pretence whatsoever. And the said N°. 2050.

King of *Great Britain* shall not be obliged, by virtue of this Treaty of Peace, to redeem any of his Subjects now in Slavery, or who may be made Slaves before the said Ratification; but it shall depend absolutely upon his Majesty, or the Friends and Relations of the said Persons in Slavery, without any Limitation or Restriction of Time, to redeem such, or so many of them, from Time to Time, as shall be thought fit, agreeing for as reasonable a Price as may be, with their Patrons, or Masters, for their Redemption, without obliging the said Patrons, or Masters, against their Wills, to set any at Liberty, whether they be Slaves belonging to the *Beylic* (or Publick) the Gallies, or such as belong particularly to the *Basha*, *Dey*, *Aga*, or any other Persons whatsoever. And all Slaves, being his Majesty's Subjects, shall, when they are redeemed, enjoy the Abatements of the Duty due to the Royal House, and of the other Charges, by paying such reasonable Sums as any Slaves of other Nations usually pay when they are redeemed.

N^o. 2051. XIII. That if any Subject of the said King of *Great Britain* happen to die in *Algiers*, or in any Part of its Territories, his Goods, or Monies, shall not be seized by the Governors, Judges, or other Officers of *Algiers*; who, likewise, shall not make any Inquiry after them: But the said Goods, or Monies, shall be received and possessed by such Person, or Persons, whom the Deceased shall, by his last Will, have made his Heir, or Heirs, in case they be upon the Place where the Testator deceased. But if the Heirs be not there, then the Executors of the said Will, lawfully constituted by the Deceased, shall, after having made an Inventory of all the Goods and Monies left, take them into their Custody without any Hindrance, and shall take Care the same be remitted, by some safe Way, to the true and lawful Heirs; and in case any of his said Majesty's Subjects happen to die, not having made any Will, the *English* Consul shall possess himself of his Goods and Monies, upon Inventory, for the Use of the Kindred and Heirs of the Deceased.

N^o. 2052. XIV. That no Merchants, being his Majesty's Subjects, and residing in or trading to the City and Kingdom of *Algiers*, shall be obliged to buy any Merchandizes against their Wills; but it shall be free for them to buy such Commodities as they shall think fit: And no Captain, or Commander, of any Ship, or Vessel, belonging to his said Majesty's Subjects, shall be obliged,
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against his Will, to lade any Goods to carry them, or make a Voyage to any Place whither he shall not have a mind to go. And neither the *English* Consul, nor any other Subject of the said King, shall be bound to pay the Debts of any other of his Majesty's Subjects, except that he, or they, become Sureties for the same, by a public Act.

XV. That the Subjects of his said Majesty in *Algiers*, or its Territories, in Matter of Controversy, shall be liable to no other Jurisdiction but that of the *Dey*, or the *Diwan*, except they happen to be at Difference between themselves, in which case they shall be liable to no other Determination but that of the Consul only. N^o. 2053.

XVI. That in case any Subject of his said Majesty, being in any Part of the Kingdom of *Algiers*, happen to strike, wound, or kill a *Turk*, or a *Moor*, if he be taken, he is to be punished in the same Manner, and with no greater Severity than a *Turk* ought to be, being guilty of the same Offence; but if he escape, neither the said *English* Consul, nor any other of his said Majesty's Subjects, shall be in any Sort questioned and troubled therefore. N^o. 2054.

XVII. That the *English* Consul now, or at any Time hereafter, residing at *Algiers*, shall be there, at all Times, with intire Freedom and Safety of his Person and Estate, and shall be permitted to chuse his own *Terjiman* (Interpreter) and Broker, and freely to go on board any Ships in the Road, as often and when he pleases, and to have the Liberty of the Country; and that he shall be allowed a Place to pray in, and that no Man shall do him any Injury, in Word or Deed. N^o. 2055.

XVIII. That not only during the Continuance of this Peace and Friendship, but, likewise, if any Breach or War happens, hereafter, to be between the said King of *Great Britain* and the Kingdom of *Algiers*, the said *English* Consul, and all others his said Majesty's Subjects, inhabiting in the Kingdom of *Algiers*, shall, always and at all Times, both of Peace and War, have full and absolute Liberty to depart and go to their own, or any other Country, upon any Ship, or Vessel, of what Nation soever, they shall think fit, and to carry with them all their Estates, Goods, Families and Servants, without any Interruption, or Hindrance. N^o. 2056.

XIX. That no Subject of his said Majesty, being a Passenger, and coming or going with his Baggage, from or to any Port, N^o. 2057.

shall be any ways molested, or meddled with, altho' he be on board any Ship or Vessel in Enmity with *Algiers*: And in like Manner, no *Algerine* Passenger, being on board any Ship or Vessel in Enmity with the said King of *Great Britain*, shall be any way molested, whether in his Person, or in his Goods, which he may have laden on board the said Ship or Vessel.

N^o. 2058. XX. That at all Times, when any Ship of War, of the King of *Great Britain's*, carrying his said Majesty's Flag at the Main-Top-Mast-Head, shall appear before *Algiers*, and come to an Anchor in the Road, immediately upon Notice thereof given, by his Majesty's Consul, or some Officer from the Ship, to the *Dey* and Regency of *Algiers*, they shall, in Honour to his Majesty, cause a Salute of twenty-one Cannon to be shot off, from the Castles and Forts of the City, and that the said Ship shall return an Answer by shooting off the same Number of Cannon.

N^o. 2059. XXI. That presently after the Signing and Sealing of these Articles, by the *Basba*, *Dey*, *Aga* and Chiefs of *Algiers*, all Injuries and Damages, sustained on either Part, shall be quite taken away and forgotten, and this Peace shall be in full Force and Virtue, and continue for ever: And for all Depredations and Damages, that shall be afterwards committed, or done, by either Side, before Notice can be given of this Peace, full Satisfaction shall immediately be made; and *whatsoever remains in Kind shall be instantly restored*.

N^o. 2060. XXII. That in case it shall happen, hereafter, that any thing is done, or committed contrary to this Treaty, whether by the Subjects of the one or the other Party, the Treaty, notwithstanding, shall subsist in full Force, and such Contraventions shall not occasion the Breach of this Peace, Friendship and good Correspondence; but the Party injured shall, amicably, demand immediate Satisfaction for the said Contraventions, before it be lawful to break the Peace: And if the Fault was committed by any private Subjects of either Party, they alone shall be punished, as Breakers of the Peace and Disturbers of the public Quiet. And our Faith shall be our Faith, and our Word our Word.

Confirmed and Sealed, in the Presence of Almighty God, *April* 10, of *Jesús* 1682, of the *Hejira* 1093, *Abrir* 11.

This

This is the Treaty which remains still in Force, and has been ever since referred to when any Renewals, with additional Articles have been made by our succeeding Sovereigns. It was (*mutatis mutandis*) renewed and confirmed, *April 5, 1686*, by Sir *William Soame*, Bart. in his Way to *Constantinople*, whither he was going Embassador Extraordinary, from King *James II.* to the Grand Signor, with scarce any Alterations, except Literals, and what has been observed. In 1691. *Thomas Baker Esq;* sent for by *Skaaban Haja*, then Dey of *Algiers*, renewed and confirmed the same, without Alteration or Addition; so that we find not that Renewal any where in Print.

In 1700 Captain *Munden*, jointly with *Robert Cole Esq;* then Consul for our Nation at *Algiers*, renewed and confirmed the same, with the following additional Articles,

I. We the most Excellent and most Illustrious Lords, *Mustafa Dey*, *Ali Baska*, and *Mustafa Aga*, Governors of the most Famous and Warlike City and Kingdom of *Algiers*, do, by these Presents, renew and confirm the Peace we so happily enjoy with *William King of Great Britain, France and Ireland*, Defender of the *Christian Faith*, and his Subjects, made in the Year of *Nesas 1682* (of the *Hajira 1093*. and renewed four Years after) in every Part and Article, more particularly that of the eighth, wherein it is expressed, that no Ship, or Vessel, belonging to our Government of *Algiers*, shall cruise near, or in Sight of, any of the Roads, Havens, or Ports, Towns, or Places belonging to the said King of *Great Britain*, or any way disturb the Peace and Commerce of the same: And in Compliance with the said eighth Article of that Treaty, we do sincerely promise and declare, that such Orders shall for the future be given to all our Commanders, that, under a severe Penalty and our utmost Displeasure, they shall not enter into the Channel of *England*, nor come, or cruise in Sight of any Part of his Majesty of *Great Britain's* Dominions any more for the Time to come.

II. That whereas it had been declared, that all Ships and Vessels belonging to the Subjects of the said King of *Great Britain* should have Passes, &c. by the last Day of *Sept.* in this present Year of *Nesas 1700*; we do by these declare, at the Desire of Captain *John Munden*, Commander in Chief of his said Majesty's Ships in the *Mediterranean*, and *Robert Cole Esq;* his Majesty's Consul, now residing at our City of *Algiers*, on Behalf

N^o. 2561.

of

of their Great Master, that no Passes shall be required or expected from any of the *English* Ships, or Vessels, in any Part of the World; but that they shall proceed on their Voyage, without producing, or shewing a Pass to any of our Cruisers till the last of *September*, 1701. And after that time is expired, and any Ship of *England* be seized, not having a Pass, we do hereby declare, that the Goods in that Ship shall be Prize, but the Master, Men and Ship shall be restored, and the Freight immediately paid to the said Master, to the utmost Value as he should have had if he had gone safe to the Port whither he was bound.

N^o. 2062. III. That whereas Captain *John Munden* has given us good Assurance, that he had a great Affront, some Years past, from some of our rude Sailors at our *Mole*, we do hereby promise, that, at all Times, whenever any of the King of *Great Britain's* Ships of War shall come to this Place, Order shall be immediately given to an Officer of the Government, who shall attend at the *Mole* all the Day Time, during their Stay here, to prevent any such Disorder for the future, that no Misunderstanding may happen between us: And in any such Case, the Officer at the *Mole* shall secure the Person, or Persons so offending, who shall be punished with the utmost Severity.----*By the help of God, and if he please, these Articles, now made between us, shall be maintained. To the Truth whereof, we have hereunto set our Hands and Seals, Algiers, in the Year of the Hejira 1112. which is in the Christian Account August 20. 1700.*

In 1730 Admiral *Byng*, afterwards *L. V. Torrington*, renewing the Peace for *Queen Anne* with the same *Mustava Dey*, inserted the two new Articles, which are as follow; the preliminary one being only a Confirmation of the foregoing: For which Reason it is omitted.

N^o. 2663. I. That whereas, by the said Articles of Peace, made and concluded by Admiral *Herbert*, in 1682. it was agreed, that the Subjects of *England* should pay *Ten per Cent.* Custom, for the Goods they should sell at *Algiers*, or in the Dominions thereof, now, for the better settling and maintaining a good Commerce between the Subjects of *England* and those of *Algiers*, it is agreed and declared, that, from henceforwards, the *English* shall pay but *Five per Cent.* Custom; and that Contraband Goods, as is declared before, shall not pay any Custom.

II. And

II. And it is farther agreed and declared, that all Prizes taken by any one of the Subjects of the said Queen of *Great Britain*, and all Ships and Vessels, built and fitted out in any of her Majesty's Plantations in *America*, that have not been in *England*, shall not be molested in case of their not having Passes: But that a Certificate in Writing, under the Hands of the commanding Officers who shall take any Prizes, and a Certificate under the Hand of the Governors, or Chiefs of such *American* Colonies, or Places where such Ships were built or fitted out, shall be sufficient Passes for either of them. And our Faith shall be our Faith, and our Word our Word. N^o. 2064.

Algiers. Confirmed and Sealed, in the Presence of Almighty God, *October* 28. in the Year of *Jesús*, 1703. of the *Hijra* 1115.

This was again renewed in the Reign of his late Majesty King *George I.* when in 1716 Admiral *Baker* had Orders to visit *Tripoly*, *Tunis* and *Algiers*. With the two first, as will appear in the ensuing Pages, he confirmed our former Treaties in Person, but to *Algiers* he deputed the *Argyll* and *Chester*, two of his Majesty's Ships, to whose Commanders, Captain *Corningsby Norbury*, and Captain *Nicholas Eaton*, in Conjunction with Mr. *Thomas Thomson*, then acting as Consul in the Absence of his Brother *Samuel Thomson Esq*; he gave a full Power to ratify and confirm all the above Treaties, with these following new Articles.----After the Preamble, needless to be repeated, the first Article concludes thus.

I. If any Demands, or Pretensions shall be now left depending, between the Subjects, or others, of either Party, they shall be amicably redressed, and full Satisfaction shall be made to each other, according to the Truth and Justice of their Claim: Nor shall any of the same be cancelled, or made void, by this Treaty. N^o. 2065.

II. That as the Island of *Minorca*, in the *Mediterranean* Sea, and the City of *Gibraltar*, in *Spain*, have been yielded and annexed to the Crown of *Great Britain*, as well by the King of *Spain*, as by the several Powers of *Europe* engaged in the late War, it is now hereby agreed, and fully concluded, that, from this Time forwards for ever, the said Island of *Minorca* and City of *Gibraltar* shall be esteemed, in every Respect, by the Govern- N^o. 2066.

Government and People of *Algiers*, to be Part of his *Britannic* Majesty's Dominions, and the Inhabitants thereof be looked upon as his Majesty's Natural Subjects, in the same Manner as if they had been born in any other Part of the *British* Territories: And they with their Ships and Vessels, wearing *British* Colours, and being furnished with proper Passes, shall be permitted freely to trade and traffic in any Part of the Dominions of *Algiers*, and shall pass without any Molestation whatsoever, and shall have the same Liberties and Privileges that are stipulated in this, and have been made in any other Treaties in Behalf of the *British* Nation and Subjects; and therefore none of the Cruisers of *Algiers* shall, at any Time, cruise within Sight of the said Island of *Minorca* and City of *Gibraltar*.

Nº. 2067. III. That if an *English* Ship shall receive on board any Passengers and Goods belonging to the Kingdom of *Algiers*, the *English* shall defend the said *Algerines* and their Goods so far as lies in their Power, and not deliver them to their Enemies. And the better to prevent any unjust Demands being made upon the Crown of *Great Britain*, and to avoid Disputes and Differences that may arise, all Goods and Merchandizes that shall, from henceforwards, be shipped, by the Subjects of *Algiers*, on board the Ships, or Vessels, of *British* Subjects, upon Freight, shall be first registered in the Office of *Cancelleria*, before the *British* Consul residing in the Port where they are so shipped, and the Quantity, Quality and Value thereof shall be expressed, and the Consul is to manifest the same in the Clearance given to the Ship, or Vessel, before it shall depart, to the End that if any Cause of Complaint should happen hereafter, there may be no greater Claim made on the *British* Nation, than what, by this Method, may be proved just and equitable.

Nº. 2068. IV. That if any of the *Algerine* Cruisers shall meet with *British* Ships provided with *Scollop* Passes, of either Ships or Satias, that shall fit with those delivered to them by the *British* Consul, they shall pass free and unmolested. --- *Algiers*, October 29, 1716.

Articles of Peace and Commerce, between his most Sacred Majesty George, by the Grace, &c. and the most Excellent Lords, Ali Basha; Haffain Ben Ali, Bey; Cara Mustafa, Dey; the Aga, and the Diwan of the most Noble City of Tunis, and the whole Body of the Militia of the said Kingdom: Renewed and Concluded, A. D. 1716, by John Baker, Esq; Vice-Admiral, &c.

I. **T**HAT all former Grievances and Losses, and other Pretensions between both Parties, shall be void and of no Effect; and from henceforward a firm Peace for ever, free Trade and Commerce shall be and continue, between the Subjects of his most sacred Majesty, *George, King of Great Britain* &c. and the People of the Kingdom of *Tunis*, and the Dominions thereunto belonging. But that this Article shall not cancel or make void any just Debt either in Commerce or otherwise, that may be due from any Person or Persons to others of either Party; but that the same shall be liable to be demanded and be recoverable as before. N°. 2069.

II. That the Ships of either Party shall have free Liberty to enter into any Port, or River, belonging to the Dominions of either Party, paying the Duties only for what they shall sell, transporting the rest without any Trouble or Molestation, and freely enjoy any other Privileges accustomed: And the late Exaction that has been upon the lading and unlading of Goods at *Goletta* and the *Marine*, shall be reduced to the ancient Customs in those Cases. N°. 2070.

III. That there shall not be any Seizure of any Ships of either Party, at Sea or in Port, but that they shall quietly pass without any Molestation, or Interruption, they displaying their Colours: And for Prevention of all Inconveniencies that may happen, the Ships of *Tunis* are to have a Certificate under Hand and Seal of the *British* Consul, that they belong to *Tunis*; which being produced, the *English* Ship shall admit two Men to come on board them peaceably, to satisfy themselves they are *English*; and N°. 2071.

altho' they have Passengers of other Nations on board, they shall be free, both they and their Effects.

N^o. 2072. IV. That if an *English* Ship shall receive on board any Goods, or Passengers, belonging to the Kingdom of *Tunis*, they shall be bound to defend them and their Goods, so far as lies in their Power, and not deliver them unto their Enemies; and the better to prevent any unjust Demands being made upon the Crown of *Great Britain*, and to avoid Disputes and Differences which may arise, all Goods and Merchandizes that shall, from henceforward, be shipped by the Subjects of this Government, either in this Port or any other whatsoever, on board the Ships, or Vessels, belonging to *Great Britain*, shall be first entered in the Office of *Cancellaria*, before the *British* Consul residing at the respective Port, expressing the Quantity, Quality, and Value of the Goods so shipped; which the said Consul is to certify in the Clearance given to the said Ship or Vessel before she departs, to the End that if any Cause of Complaint should happen hereafter, there may be no greater Claim made on the *British* Nation than by this Method shall be proved to be just and equitable.

N^o. 2073. V. That if any of the Ships of either Party shall, by Accident of foul Weather, or otherwise, be cast away upon the Coast belonging to either Party, the Persons shall be free, and the Goods saved and delivered to their lawful Proprietors.

N^o. 2074. VI. That the *English* which do at present, or shall at any Time hereafter inhabit in the City, or Kingdom of *Tunis*, shall have free Liberty, when they please, to transport themselves with their Families and Children, tho' born in the Country.

N^o. 2075. VII. That the People belonging to the Dominions of either Party, shall not be abused with ill Language, or otherwise ill-treated; but that the Parties, so offending, shall be punished severely according to their Deserts.

N^o. 2076. VIII. That the Consul, or any other of the *English* Nation, residing in *Tunis*, shall not be forced to make their Addresses, in any Difference, unto any Court of Justice, but to the *Bey* himself, from whom only they shall receive Judgment; this in case the Difference should happen between a Subject of *Great Britain*, and another of this Government, or any other foreign Nation: But if it should be between any two of his *Britannic* Majesty's Subjects, then it is to be decided by the *British* Consul only.

IX. That

IX. That the Consul, or any other of the *English* Nation shall not be liable to pay the Debts of any particular Person of the Nation, unless obliged thereunto under his Hand. N°. 2077.

X. That as the Island of *Minorca* in the *Mediterranean* Sea, and the City of *Gibraltar* in *Spain*, have been yielded and annexed to the Crown of *Great Britain*, as well by the King of *Spain*, as by all the several Powers of *Europe* engaged in the late War; now it is hereby agreed and fully concluded, that from this Time forward for ever, the said Island of *Minorca* and City of *Gibraltar*, shall be esteemed in every respect by the Government of *Tunis*, to be Part of his *Britannic* Majesty's own Dominions, and the Inhabitants thereof to be looked upon as his Majesty's Natural Subjects, in the same Manner as if they had been born in any Part of *Great Britain*; and they with their Ships and Vessels wearing the *British* Colours, shall be permitted freely to trade and traffick in any Part of the Kingdom of *Tunis*, and shall pass without any Molestation whatsoever, either on the Seas or elsewhere, in the same Manner, and with the same Freedom and Privileges, as have been stipulated in this and all former Treaties, in Behalf of the *British* Nation and Subjects. N°. 2078.

XI. And the better and more firmly to maintain the good Correspondence and Friendship, that hath been so long and happily established, between the Crown of *Great Britain* and the Government of *Tunis*, it is hereby agreed and concluded, by the Parties beforementioned, that none of the Ships, or Vessels, belonging to *Tunis*, or the Dominions thereof, shall be permitted to cruise, or look for Prizes of any Nation whatsoever, before or in Sight of the aforesaid City of *Gibraltar*, or any of the Ports of the Island of *Minorca*, to hinder or molest any Vessels bringing Provisions and Refreshments for his *Britannic* Majesty's Troops and Garrisons in those Places, or give any Disturbance to the Trade or Commerce thereof; and if any Prize shall be taken by the Ships or Vessels of *Tunis*, within the Space of ten Miles of the aforesaid Places, it shall be restored without any Dispute. N°. 2079.

XXII. That all the Ships of War belonging to either Party's Dominions, shall have free Liberty to use each other's Ports, for washing, cleaning or repairing any their Defects, and to buy and to ship off any sort of Victuals, alive or dead, or any other Necessaries, at the Price the Natives buy at in the Market, without paying Custom to any Officer: And whereas his *Britannic* Majesty's N°. 2080.

Majesty's Ships of War do frequently assemble and harbour in the Port of *Mahon*, in the Island of *Minorca*, if at any Time they or his Majesty's Troops in Garrison there, should be in Want of Provisions, and should send from thence to purchase Supplies in any Part of the Dominions belonging to *Tunis*, they shall be permitted to buy Cattle, alive or dead, and all other Kind of Provision at the Prices they are sold at in the Market; and shall be suffered to carry them off, without paying Duty to any Officer, in the same Manner as if his Majesty's Ships were themselves in the Port.

N^o. 2081. XIII. That in case any Ships of War, belonging to the Kingdom of *Tunis*, shall take, in any of their Enemies Ships, any *Englishmen*, serving for Wages, they are to be made Slaves; but if Merchants, or Passengers, they are to enjoy their Liberty and Effects unmolested.

N^o. 2082. XIV. That in case any Slave in the Kingdom of *Tunis*, of any Nation whatsoever, shall make his Escape, and get on board any Ship belonging to the Dominions of his sacred Majesty the King of *Great Britain*, &c. the Consul shall not be liable to pay the Ransom, unless timely Notice be given him to order that none such be entertained; and then if it appears that any Slave has so got away, the said Consul is to pay to his Patron the Price for which he was sold in the Market; and if no Price be set, then to pay three hundred Dollars, and no more.

N^o. 2083. XV. And the better to prevent any Dispute that may hereafter arise, between the two Parties, about Salutes and public Ceremonies; it is hereby agreed and concluded, that whenever any Flag-Officer of *Great Britain* shall arrive in the Bay of *Tunis*, in any of his Majesty's Ships of War, immediately upon Notice given thereof, there shall be five and twenty Cannon fired from the Castles of *Golletta*, or other the nearest Fortification belonging to *Tunis*, according to Custom, as a Royal Salute to his *Britannic* Majesty's Colours, and the same Number shall be returned in Answer thereto by his Majesty's Ships; and it is hereby stipulated and agreed, that all Ceremonies of Honour shall be allowed to the *British* Consul who resides here, to represent in every Respect his Majesty's Person, equal to any other Nation whatsoever, and no other Consul in the Kingdom to be admitted before him in Precedency.

XVI. That

XVI. That the Subjects of his sacred Majesty of *Great Britain*, &c. either residing in or trading to the Dominions of *Tunis*, shall not, for the Time to come, pay any more than three *per Cent.* Custom on the Value of Goods, or Merchandize which they shall either bring into, or carry out of this said Kingdom of *Tunis*. N^o. 2084.

XVII. It is moreover agreed, concluded and established, that at whatsoever Time it shall please the Government of *Tunis* to reduce the Customs of the *French* Nation to less than they pay at present, it shall always be observed that the *British* Customs shall be two *per Cent.* less than any Agreement that shall for the future be made with the said *French*, or than shall be paid by the Subjects of *France*. N^o. 2085.

XVIII. It is moreover agreed, concluded and established, that in case any *British* Ship or Ships, or any of the Subjects of his Majesty of *Great Britain*, shall import at the Port of *Tunis*, or any other Port of this Kingdom, any warlike Stores, as Cannons, Muskets, Pistols, Cannon-Powder or fine Powder, Bullets, Masts, Anchors, Cables, Pitch, Tar, or the like; as also Provisions, *viz.* Wheat, Barley, Beans, Oats, Oil, or the like; for the said Kinds of Merchandize, they shall not pay any sort of Duty or Custom whatever. N^o. 2086.

We the Parties beforementioned, having seen and perused the preceding Articles, do hereby approve, ratify, and confirm the several Particulars therein mentioned; and they are to remain firm for ever, without any Alteration. In Testimony of which we do hereunto set our Hands and Seals in the Presence of Almighty God, in the noble City of *Tunis*, the thirtieth Day of *August*, Old Stile, and the Year of our Lord *Jesus Christ*, one thousand seven hundred and sixteen, being the twenty sixth Day of the Moon *Ramadam*, and the Year of the *Hejira* one thousand one hundred and twenty eight.

(L. S.) J. BAKER. (L. S.) (L. S.) (L. S.).

Articles of Peace and Commerce, between his most Sacred Majesty George, by the Grace, &c. and the most Excellent Lords, Mahamet Bey ; Yufouf Dey ; Shaaban Rais ; the Diwan, and the rest of the Officers and People of the City and Kingdom of Tripoly ; renewed, concluded and ratified this 19th of July 1716, by John Baker, Esq; Vice-Admiral, &c.

N^o. 2087. I. **I**N the first Place, it is agreed and concluded, that from this Time forward for ever, there shall be a true and inviolable Peace, between the most Serene King of *Great Britain*, and the most Illustrious Lords and Governors of the City and Kingdom of *Tripoly* in *Barbary*, and between all the Dominions and Subjects of either Side : And if the Ships and Subjects of either Party shall happen to meet upon the Seas, or elsewhere, they shall not molest each other, but shall shew all possible Respect and Friendship.

N^o. 2088. II. That all Merchant Ships belonging to the Dominions of *Great Britain*, and trading to the City or any other Part of the Kingdom of *Tripoly*, shall pay no more than three *per Cent*. Custom for all Kinds of Goods they shall sell : And as for such as they shall not sell, they shall be permitted freely to embark them again on board their Ships, without paying any Sort of Duty whatsoever ; and shall depart without any Hindrance or Molestation.

N^o 2089. III. That all Ships and other Vessels, as well those belonging to the said King of *Great Britain*, or to any of his Majesty's Subjects, as those belonging to the Kingdom, or People of *Tripoly*, shall freely pass the Seas, and traffic where they please, without any Search, Hindrance, or Molestation, from each other : And that all Persons or Passengers, of what Country soever, and all Monies, Goods, Merchandizes and Moveables, to whatsoever People or Nation belonging, being on board any the said Ships, or Vessels, shall be wholly free, and shall not be stopped, taken, or plundered, nor receive any Harm or Damage whatsoever from either Party.

IV. That

IV. That the *Tripoly* Ships of War, or any other Vessels thereunto belonging, meeting with any Merchant Ships, or other Vessels of the King of *Great Britain*'s Subjects (not being in any of the Seas appertaining to any of his Majesty's Dominions) may send on board one single Boat, with two Sitters, besides the ordinary Crew of Rowers; and no more but the two Sitters to enter any of the said Merchant Ships, or any other Vessels, without the expresse Leave of the Commander of every such Ship, or Vessel: And then, upon producing to them a Pass under the Hand and Seal of the Lord High Admiral of *England*, or the Commissioners for executing of the said Office, the said Boat shall presently depart, and the Merchant Ship or Ships, Vessel or Vessels, shall proceed freely on her or their Voyage. And tho' the Commander, or Commanders of the said Merchant Ship or Ships, Vessel or Vessels, produce no Pass from the Lord High Admiral of *England*, or &c. yet if the major Part of the Ship's or Vessel's Company be Subjects to the said King of *Great Britain*, the said Boat shall presently depart, and the Merchant Ship or Ships, Vessel or Vessels, shall proceed freely on her or their Voyage: And any of the said Ships of War, or other Vessels of his said Majesty, meeting with any Ship or Ships, Vessel or Vessels, belonging to *Tripoly*, if the Commander, or Commanders of any such Ship or Ships, Vessel or Vessels, shall produce a Pass signed by the chief Governors of *Tripoly*, and a Certificate from the *English* Consul residing there; or if they have no such Pass or Certificate, yet if the major Part of their Ships Company or Companies be *Turks*, *Moors*, or *Slaves* belonging to *Tripoly*, then the said *Tripoly* Ship or Ships, Vessel or Vessels, shall proceed freely.

V. That no Commander or other Person, of any Ship, or Vessel of *Tripoly*, shall take out of any Ship or Vessel of his said Majesty's Subjects any Person or Persons whatsoever, to carry them any where to be examined, or upon any other Pretence, nor shall use any Torture or Violence unto any Person of what Nation or Quality soever, being on board any Ship or Vessel of his Majesty's Subjects, upon any Pretence whatsoever.

VI. That no Shipwreck belonging to the said King of *Great Britain*, or to any of his Majesty's Subjects, upon any Part of the Coasts belonging to *Tripoly*, shall be made or become Prize; and that neither the Goods thereof shall be seized, nor the Men made

made Slaves ; but all the Subjects of *Tripoly* shall do their best Endeavours to save the said Men and their Effects.

Nº. 2093. VII. That no Ship, or any other Vessel of *Tripoly*, shall have Permission to be delivered up, or to go any other Place in Enmity with the said King of *Great Britain*, to be made use of as Corsairs at Sea against his said Majesty's Subjects.

Nº. 2094. VIII. That if any Ship or Vessel of *Tunis*, *Algiers*, *Tetuan* or *Sallee*, or of any other Place being in War with the said King, of *Great Britain*, bring any Ships or Vessels, Men or Goods belonging to his said Majesty's Subjects, to *Tripoly*, or to any Port or Place in that Kingdom, the Governors there shall not permit them to be sold within the Territories of *Tripoly*.

Nº. 2095. IX. That if any Subject of the King of *Great Britain* happens to die in *Tripoly*, or its Territories, his Goods or Monies shall not be seized by the Governors, or Ministers of *Tripoly*, but shall all remain with the *English* Consul.

Nº. 2096. X. That neither the *English* Consul, nor any other Subject of the said King of *Great Britain*, shall be bound to pay the Debts of any other of his Majesty's Subjects, unless they become Surety for the same by a publick Act.

Nº. 2097. XI. That the Subjects of his said Majesty in *Tripoly*, or its Territories, in Matter of Controversy, shall be liable to no other Jurisdiction but that of the *Dey*, or *Diwan*, except they happen to be at Difference between themselves ; in which Case they shall be liable to no other Determination but that of the Consul only.

Nº. 2098. XII. That in case any Subject of his Majesty, being in any Part of the Kingdom of *Tripoly*, happen to strike, kill, or wound a *Turk* or *Moor* ; if he be taken he is to be punished in the same Manner, and with no greater Severity than a *Turk* ought to be, being guilty of the same Offence ; but if he escape, neither the said *English* Consul, nor any other of his said Majesty's Subjects, shall be in any Sort questioned or troubled on that Account.

Nº. 2099. XIII. That the *English* Consul now, or at any Time hereafter, residing at *Tripoly*, shall be there at all Times with intire Freedom and Safety of his Person and Estate, and shall be permitted to chuse his own Interpreter and Broker, and freely to go on on board any Ship in the Road, as often and when he pleases, and to have the Liberty of the Country ; and that he shall be allowed

allowed a Place to pray in, and that no Man shall do him any Injury in Word or Deed.

XIV. That not only during the Continuance of this Peace and Friendship, but likewise if any Breach, or War happen to be hereafter, between the said King of *Great Britain* and the City and Kingdom of *Tripoly*, the said Consul, and all other his Majesty's Subjects inhabiting in the Kingdom of *Tripoly*, shall always, and at all Times, both of Peace and War, have full and absolute Liberty, to depart and go to their own Country, or any other, upon any Ship or Vessel, of what Nation soever they shall think fit, and to carry with them all their Estates, Goods, Families, and Servants, tho' born in the Country, without any Interruption or Hindrance. N^o. 2100.

XV. That no Subject of his said Majesty, being a Passenger from or to any Port, shall be any way molested or meddled with, tho' he be on board any Ship or Vessel in Enmity with *Tripoly*. N^o. 2101.

XVI. That if any of the Ships of War of the said King of *Great Britain* come to *Tripoly*, or to any other Port, or Place of that Kingdom, with any Prize, they may freely sell it, or otherwise dispose of it at their own Pleasure, without being molested by any: And that his Majesty's said Ships of War shall not be obliged to pay Customs in any Sort; and that if they shall want Provisions, Victuals, or any other Things, they may freely buy them at the Rates in the Market. N^o. 2102.

XVII. That when any of his Majesty's Ships of War shall appear before *Tripoly*; upon Notice thereof given by the *English* Consul, or by the Commander of the said Ships, to the chief Governors of *Tripoly*, public Proclamation shall be immediately made to secure the *Christian* Captives; and if after that any *Christians* whatsoever make their Escape on board any of the said Ships of War, they shall not be required back again; nor shall the said Consul, or Commander, or any other his Majesty's Subjects, be obliged to pay any thing for the said *Christians*. N^o. 2103.

XVIII. That all Merchant Ships coming to the City, or Kingdom of *Tripoly* (tho' not belonging to *Great Britain*) shall have free Liberty to put themselves under the Protection of the *British* Consul, in selling and disposing of their Goods and Merchandize, if they shall think proper, without any Hindrance or Molestation. N^o. 2104.

- N^o. 2105. XIX. That at all Times, when any Ship of War of the King of *Great Britain*, &c. carrying his said Majesty's Flag, appears before the said City of *Tripoly*, and comes to an anchor in the Road, immediately after Notice thereof given by his said Majesty's Consul, or Officer from the Ship, unto the *Dey* and Government of *Tripoly*, they shall, in Honour to his Majesty, cause a Salute of twenty seven Cannon to be fired from the Castle and Fort of the City; and that the said Ship shall return an Answer by firing the same Number of Cannon.
- N^o. 2106. XX. That no Merchant-Ship belonging to *Great Britain*, or any other Nation under the Protection of the *British* Consul, being in the Port of *Tripoly*, shall be detained from proceeding to Sea on her Voyage longer than three Days, under the Pretence of Arming out the Ships of War of this Government, or any other whatsoever.
- N^o. 2107. XXI. That no Subject of the King of *Great Britain*, &c. shall be permitted to turn *Mussulman* in the City and Kingdom of *Tripoly* (being induced thereunto by any Surprise whatsoever) unless he voluntarily appears before the *Dey* or Governor, with the *English* Consul's Interpreter, thrice in twenty four Hours Space, and every Time declares his Resolution to become a *Mussulman*.
- N^o. 2108. XXII. That the most serene King of *Great Britain's* Consul, residing in *Tripoly* aforesaid, shall have Liberty at all Times when he pleases, to put up his said serene Majesty's Flag on the Top of his House, and there to continue it spread as long Time as he pleases; likewise the said Consul to have the same Liberty of putting up and spreading the said Flag in his Boat when he passes on the Water, and no Man whatsoever to oppose, molest, disturb, or injure him therein, either by Word or Deed.
- N^o. 2109. XXIII. That whereas the Island of *Minorca* in the *Mediterranean* Sea, and the City of *Gibraltar* in *Spain*, have been yielded up and annexed to the Crown of *Great Britain*, as well by the King of *Spain*, as by all the several Powers of *Europe* engaged in the late War: Now it is hereby agreed and fully concluded, that from this Time forward, for ever, the said Island of *Minorca* and City of *Gibraltar* shall be esteemed, in every Respect, by the Government of *Tripoly*, to be Part of his *Britannic* Majesty's own Dominions, and the Inhabitants thereof to be looked upon as his Majesty's Natural Subjects, in the

the same Manner as if they had been born in any Part of *Great Britain*; and they with their Ships and Vessels wearing *British* Colours, shall be permitted freely to trade and traffic in any Part of the Kingdom of *Tripoly*, and shall pass without any Molestation whatsoever, either on the Seas or elsewhere, in the same Manner, and with the same Freedom and Privileges as have been stipulated in this and all former Treaties in Behalf of the *British* Nation and Subjects.

XXIV. And whereas in the *Treaty* of *Peace*, concluded in the Reign of King *Charles II.* in the Year 1676. by Sir *John Narborough* Knt. an Article was inserted, by which the Ships and Vessels of *Tripoly* were not permitted to cruise before, or in Sight of the Port of *Tangier*, then belonging to *Great Britain*: Now it is hereby concluded and ratified, that in the same Manner none of the Ships or Vessels belonging to *Tripoly* shall cruise, or look for Prizes, before or in Sight of the Ports of the Island of *Minorca*, and the City of *Gibraltar*, to disturb or molest the Trade thereof in any Manner whatsoever. N^o. 2110.

XXV. That all and every the Articles in this *Treaty* shall be inviolably kept and observed between his most sacred Majesty of *Great Britain*, and the most Illustrious Lords and Governors of this City and Kingdom of *Tripoly*, and all other Matters not particularly expressed in this *Treaty*, and provided for in any former, shall still remain in full Force, and shall be esteemed the same as if inserted here. Dated in the Presence of Almighty God, in the City of *Tripoly*, this 19th Day of *July* 1716. according to the *Christian* Computation; and of the *Mussulman* *Hejira* the 10th of the Moon *Sbaaban* 1128. N^o. 2111.

Whitehall December 10, 1751. Additional Article to the ancient Treaties subsisting between His Majesty and the Dey and Government of *Algiers*, agreed to by the present Dey *Makmet*, and His Majesty's Plenipotentiaries the Honorable *Augustus Keppel*, and *Ambrose Stanyford* his Majesty's Agent and Consul General at *Algiers* N^o. 2112.

" That all Packets or Express-Boats, bearing his Majesty's Commission, which shall be met by any of the Cruizers of *Algiers*, shall be treated with the same Respect as his Majesty's Ships of War; and all due Respect shall be paid to His Majesty's Commission, and both at meeting and at parting they shall

be treated as Friends; and if any of the *Algerine* Cruizers commit the least Fault or Violence against them, the Captains or Raizes so offending shall on their Arrival at *Algiers*, and proper Complaint being made of them, be most severely punished, without admitting of their Excuses. Dated at *Algiers* the 3d of *June* 1751, and in the Year of the *Hageira* 1164, the 20 Day of the Moon *Regil*.

By the King, a Proclamation, requiring Passes formerly granted to Ships and Vessels Trading in the Way of the Cruizers belonging to the Governments on the Coast of Barbary, to be returned into the Office of the Admiralty of Great Britain, and other Passes of different Forms to be issued.

GEORGE R.

N^o. 2113. **W**HEREAS by our Proclamation bearing Date the 31st Day of *December*, in the Third Year of our Reign, We did charge and command all our loving Subjects who then were or should be possessed of any Passes for Ships and Vessels belonging to our Subjects trading to *Portugal*, the *Canaries*, *Guinea*, the *Indies*, into the *Mediterranean*, or elsewhere in the Way of the Cruizers of the Government of *Algiers* (except such Passes as had been granted to Ships gone or going to the *East-Indies*, or other remote Voyages, where they could not be timely furnished with new Passes) that they should, within the Space of Twelve Months, to be computed from the first Day of *March* then next, return the same, and furnish themselves with Passes of a new Form, under the Hands and Seals of our Commissioners for executing the Office of High Admiral of *Great Britain* and *Ireland*, in lieu thereof, for their several Ships and Vessels, in such Manner as by the said recited Proclamation was directed. And whereas it hath been humbly represented unto us, that it may have happened that during the late War several Passes, granted pursuant to the said recited Proclamation, may either by Accident or undue Means have fallen into the Hands of Foreigners, who by Colour of such Passes may carry on their Trade; We, taking the Premises into our Royal Consideration, and judging it necessary

ecessary to put a speedy Stop to all such indirect Practices, which do not only tend to the Prejudice of our Trading Subjects, but may occasion a Misunderstanding between us and the Governments on the Coast of *Barbary*, for preventing thereof have thought fit, by the Advice of our Privy Council, to publish this our Royal Proclamation, and do hereby declare, that all such Passes of the present Form now in being, shall not continue in Force longer than till the first Day of *April* 1752 (except such Passes as have been granted to Ships gone or going to the *East-Indies*, or other remote Voyages, where they cannot be timely furnished with new Passes.) And we do hereby strictly charge and command all our loving Subjects, who are or shall be possessed of any such Passes, that they do, before the first Day of *April* 1752, return the same (except such as are before excepted) into the Office of the Admiralty of *Great Britain*, or to the respective Collectors of our Customs at the Out-Ports of *Great Britain* and *Ireland*, or to the Governors of some of our foreign Plantations or Dominions, in order to their being cancelled; and that they do furnish themselves with Passes of a new Form, under the Hands and Seals of our Commissioners for Executing the Office of High Admiral of *Great Britain* and *Ireland*, in lieu thereof, for their several Ships and Vessels, according to the Treaties subsisting between us and the said Governments on the Coast of *Barbary*, and the Regulations made by our Royal Father of Glorious Memory, by Order in his Privy Council on the 14th Day of *June*, in the Year 1722, and our Instructions given to our said Commissioners for Executing the Office of High-Admiral of *Great Britain* and *Ireland* touching the same. And whereas many Ships and Vessels belonging to our loving Subjects continue several Years trading from Port to Port in the *Mediterranean*, without returning Home, whereby they cannot so conveniently procure their Passes to be exchanged; We do hereby, for the Ease of our trading Subjects, publish and declare our Pleasure, that upon the Application of any Owner of any Ship or Vessel, or other substantial Merchant, to the Office of the Admiralty of *Great Britain*, and Oath made by him of the Property of such Ship or Vessel, and that three Fourths of the Company are our Subjects, according to an Act made in the Twelfth Year of the Reign of our Royal Predecessor King *Charles* the Second. (intituled, an Act for encouraging

couraging and increasing of Shipping and Navigation) and upon entering into the usual Bond for the Return of such Pass at the End of the Voyage, it shall and may be lawful for our Commissioners for Executing the Office of High Admiral of *Great Britain and Ireland*, or our High Admiral of *Great Britain and Ireland* for the Time being, and they are respectively impowered, to make out a new Pass for such Ship or Vessel, and send the same to such of our Consuls in the *Mediterranean* as the said Owner or Merchant shall desire, with Directions to such Consul, that upon Application to him from the Master of the Ship for which the Pass is made out, and surrendering up his old Pass, and entering into a like Bond for the Return of such new Pass, he shall deliver out the said new Pass to such Master, and transmit the old one, with the Bond, to the Office of the Admiralty of *Great Britain*. And in order more effectually to hinder for the Future any Abuses that may be attempted by Foreigners, relating to the new Passes to be issued as aforesaid, we do hereby further declare our Royal Will and Pleasure, That all such new Passes to be hereafter issued for any Ships or Vessels, belonging to any of our Subjects of the Island of *Minorca* or *Gibraltar*, shall be made out in a peculiar Form, different from the Form of the new Passes to be issued for Ships and Vessels belonging to any other Part of our Dominions; and that such Passes shall be lodged with the respective Governors, Lieutenant Governors, or Commanders in Chief, for the Time being, of the said Island of *Minorca* and *Gibraltar*, and issued out only by them, according to the Regulations made by our said Royal Father in Council as aforesaid: And the said respective Governors, Lieutenant Governors, and Commanders in Chief, are hereby charged and required not to issue or deliver out any such Passes to any Persons whatsoever, other than such as are really our Subjects inhabiting in the said Island of *Minorca* or *Gibraltar* respectively, and strictly to conform themselves to the Regulations and Instructions made and given as aforesaid. And we do hereby further publish and declare, That by our Orders made this Day in our Privy Council, we have ordered and directed, That the proper Officers of our Customs in the several Ports of our Kingdoms of *Great Britain* and *Ireland*, do demand of the Masters of all Merchant Ships, so soon as they shall return into Port from a Foreign Voyage, all Passes granted as aforesaid, which shall be in their Possession, to be

be produced to the said respective Officers of our Customs ; and that if the same shall appear to be of an older Date than Twelve Months for Ships and Vessels trading on this Side the Streights Mouth, or for Ships and Vessels trading to a greater Distance, in case the Voyages of such last mentioned Ships and Vessels shall be determined, then such Passes shall be delivered up to the said respective Officers of our Customs, and be by them returned to the Office of the Admiralty of *Great Britain* : And in case the Master of any such Ship or Vessel shall refuse to produce or deliver up such Passes, according to the true Intent of our Order, then the said Officers shall certify the Name of every such Master, and of the Ship or Vessel, to our Commissioners for Executing the Office of High Admiral of *Great Britain and Ireland*, or our High Admiral of *Great Britain and Ireland* for the Time being, to the End that Directions may be given for putting the Bond, entred into on the granting any such Pass, in Suit. And all our Governors, Lieutenant Governors, and Commanders in Chief of any of our Islands, Colonies or Plantations, Consuls residing in foreign Parts, and all other our Officers and Ministers whatsoever, and all our loving Subjects whom it may concern, are hereby expressly required and commanded to yield due Obedience unto, and strictly to observe all the Orders, Instructions, Regulations and Directions before mentioned, on Pain of our High Displeasure.

Given at our Court at *St. James's*, the 29th Day of *March* 1750, in the Twenty-third Year of our Reign.

G O D Save the K I N G.

At the Court at St. James's the 19th Day of December 1751. Present, the King's most Excellent Majesty in Council.

WHEREAS his Majesty was pleased, by his Proclamation bearing Date the 29th Day of *March* 1750, to declare, That all Passes of the present Form now in being, which had been granted for Ships and Vessels belonging to his Majesty's Subjects Trading in the Way of the Cruizers of the Government of *Algier*, should not continue in Force longer than until the
First

Treaties of Commerce and Navigation

First Day of *April* 1752, (except such Passes as had been granted to Ships gone or going to the *East Indies*, or other remote Voyages, where they could not be timely furnished with new Passes;) and his Majesty did thereby strictly charge and command all his Subjects, who were, or should be possessed of any such Passes, that they should, before the said First Day of *April* 1752, return the same (except such as are before excepted) into the Office of the Admiralty of *Great Britain*, or to the respective Collectors of the Customs at the Out-Ports of *Great Britain* and *Ireland*, or to the Governors of some of his Majesty's Plantations or Dominions, in order to their being cancelled; and that they should furnish themselves with Passes of a new Form under the Hands and Seals of the Commissioners for executing the Office of the Lord High Admiral of *Great Britain* and *Ireland*, in lieu thereof, for their several Ships and Vessels, as by the said recited Proclamation is directed---And whereas since the issuing the said Proclamation, it has been agreed by and between his Majesty and the *Dey* of *Algier*, that the Passes of the present Form should not expire so soon as the First Day of *April* 1752, but be continued and remain in Force until the Thirtieth Day of *October* 1752, at which time the Passes of the New Form are to commence; except only in the Case of Ships going to the *East Indies*, or other remote Voyages, whose Passes are to continue good for the Space of Three Years from the Thirtieth Day of *October* 1751---His Majesty, with the Advice of his Privy-Council, doth therefore hereby declare and order, That the Passes of the present Form do continue in Force until the said Thirtieth Day of *October* 1752; upon which Day the Passes of the New Form shall commence and take Place, except in the Case of Ships going to the *East Indies*, or other remote Voyages, whose present Passes are to remain good for three Years from the said thirtieth Day of *October* 1751---And his Majesty doth hereby charge and command all his Subjects who shall be possessed of any such Passes, that they do, before the said thirtieth Day of *October* 1752, return the same (except such as are before excepted) into the Office of the Admiralty of *Great Britain*; or to the respective Collectors of the Customs at the Out-Ports of *Great Britain* and *Ireland*, or to the Governors of some of his Majesty's Plantations or Dominions, in order to their being cancelled; and that they do furnish themselves with Passes of a new Form, under the Hands and Seals of the Commissioners for Executing the Office of

of Lord High Admiral of Great Britain and Ireland in lieu thereof, agreeable to the Requisites of his Majesty's aforementioned Proclamation of the Twenty-ninth of March 1750.---- Whereof all Persons whom it may concern, are to take Notice, and conform themselves to his Majesty's Pleasure hereby signified.

William Sharpe.

Although we now have Peace every where, our Masters of Ships ought to make it a general Rule to keep at a Distance from all Vessels they meet at Sea; and, when they cannot, to be prepared to give such Accounts as are required by our subsisting Treaties: which induced us to have these Treaties all printed together, adding the Proclamation which our Government published after the last Difference with *Algiers*, containing the Regulations to be observed in our Passes; which we think would be well for all Masters of Ships to have on Board for their Information: for often Persons will forget things; and as it is for the Good of the Public, we wish that by an Advertisement in the *Gazette* their Memories might be yearly refreshed concerning what they have to observe with regard to their Passes.

The Importance of remaining in Peace with the States of *Africa* we think is great, because *England* has much, and they have no Trade to lose; and hence, in Case of a Rupture, there is nothing to be got from them but the Crews of their Cruizers to make Slaves of: and as we have such a great Number of Merchantmen at Sea, they will always make more Slaves of ours than we can of theirs, and so have enough to exchange for them. And supposing it to be an easy Matter to burn and sink all that the *Algerines* have in their Harbour, to beat down their Houses by bombarding, and even to take their Towns, it is certain (as Sir *William Monson* shewed when his Opinion was asked about attacking *Algiers* Anno 1617) that it would not be worth keeping, since the Harbour is of so small a Compass as hardly to hold above 20 Ships. Besides, Sir *William* thought it to be a very difficult Task to succeed in it: his Reasons may be seen in *Morgan's History of Algiers*.

But however unsuccessful the Tryals to destroy them entirely may have been, they ought not always to go unpunished for the Insults they commit. It seems they dread *France* more than any other Nation, for having thrice severely bombarded them: and we believe they will keep Peace with that Crown upon the cheapest Terms.

The *Algerines* know also well enough that since *England* has been in Possession of *Port Mahon* and *Gibraltar*, we are more in the way to take their Cruizers; and for that Reason it was the Result of their grand *Divan* in A°. 1716, that they rather should break with the *Dutch* than with us. See *Morgan's Preface*, Vol. I. pag. xiii.

Although we will not suppose them to be great Accomptants, it is known they have *Jews* and *Renegados* enough amongst them who know how to calculate, and who have Intelligence of the Number of Ships going to and fro; and when it is evident to them that by coming to a Rupture they can make considerably more by Captures, than is given in yearly Presents to the State, their *Deys* often cannot withstand the tumultuous Clamours of their People, but are obliged to break with such Nation as they please. Never-

theless, as they know that *England* has more Men of War than any Nation, and that *Gibraltar*, the Key of the *Mediterranean*, is in her Possession, we may, without supposing them to be great Politicians, well believe them to be politick enough rather to break with other Nations farther distant from them, and from whose Naval Power they have less to fear, than with *England*: And it was upon this Ground we maintained, pag. 419, that Insurers may always underwrite at a lower Premium upon *English* Ships than on any other.

By the List kept of the Ships which arrived in the Ports of *Lisbon*, *Cadiz*, and *Leghorn*, the last Year, they amount together to 1275 *English*, 265 *Dutch*, 49 *Danes*, and 141 *Swedes*.

We have been informed by Masters of Ships who were Prisoners at *Algiers*, that the *Algerines* had even Intelligence from most Ports what Cargoes the Ships brought, and what Force the Ships themselves were of. And perhaps there are People amongst them who know better of what Value the Ships are for whose Freedom they receive yearly Presents, than the Persons at the Helm do in those States who negotiated the Peace with them. All Ships coming from and going to the *Baltic* are at best but of very little Value to the Infidels. However whilst the States these Ships belong to keep up a Marine, the *Straights* Trade may be reckoned of some Value to them, as it serves to train up Mariners in their own Country. But otherwise, as the Shipping Trade is commonly, in Time of Peace, and particularly at present, a very losing one for the private Owners in it, it ought to be considered as a losing one to the Nation for so far as Ships keep themselves employed abroad going to and from Freights from one foreign Port to another; since, even if this did produce some Profit to their Owners, it would not come up to what the Seamen kept at Home would have added by their Labour to the National Stock. But we will leave Foreigners to study their own Interest, and conclude with wishing well to all Nations.

F I N I S.





